

6-27-1996

Board of Trustees Meeting Minutes 1996-06-27

Bowling Green State University

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MINUTES
Board of Trustees
Bowling Green State University
June 27, 1996

Notice having been given in accordance with the Board of Trustees Bylaws, the following members met in the Assembly Room, McFall Center, Bowling Green Campus on June 27, 1996: John A. Laskey, Chair; G. Ray Medlin, Jr., Vice Chair; Leon D. Bibb; David A. Bryan; Delbert L. Latta; Michael J. Marsh; Valerie L. Newell; Kermit F. Stroh and Eileen Sullivan. Jason Bristol and C. Ellen Connally were not present.

Also present were President Sidney A. Ribeau; Lester E. Barber, Executive Assistant to the President and Secretary to the Board; Harold Lunde, Chair, Faculty Senate, and 1996-97 Faculty Representative to the Board; Tara Gore, 1996-97 Undergraduate Student Representative to the Board; Janet Morrison, 1996-97 Graduate Student Representative to the Board; Patrick Deville, 1996-97 Firelands College Advisory Board Representative; Joan Morgan, 1996-97 Administrative Staff Representative to the Board; Nancy Lee, 1995-96 Classified Staff Representative to the Board; Peter M. Hutchinson, Interim Vice President for Academic Affairs; J. Christopher Dalton, Vice President for Planning and Budgeting; Robert L. Martin, Vice President for Operations; John C. Moore, Interim Vice President for University Relations; Gaylyn J. Finn, Treasurer; media representatives; and a number of observers.

Chair Laskey called the meeting to order at 3:20 p.m.; the Board Secretary called the roll and announced that a quorum was present (eight Trustees).

ELECTION OF OFFICERS - 1996-97

Ballots were distributed to the Trustees for election of the President, the Vice President and the Secretary to the Board for next year. Mr. Laskey asked that each Trustee complete the ballot and return the ballots to the Board Secretary for tabulation of the voting; announcement of the results of the election to be made later in the meeting.

MINUTES

Motion was made by Mr. Stroh and seconded by Mr. Latta that the minutes of the meeting of May 24, 1996, be approved as written. The motion carried.

PRESIDENT'S REPORT

Update on Fall Semester 1996 Admissions Data

As of June 7, 1996, we have received 8,374 applications from freshmen seeking admission to the Fall Semester. This represents a decrease of 941 or -10.10%. Offers of admission have been extended to 6,971 freshmen students, which is a decrease of 749 or -9.70%. Transfer applications number 929, which is a decrease of 111 or -10.67%. Offers of admission have been extended to 607 transfer students, which is a decrease of 45 or -6.90%. All comparisons are made with application statistics from the previous year for the same general time period.

Update from Registrar's Office Including Fall Semester 1996 Registration

As of June 11, enrollment of continuing students for Fall Semester 1996 is up by a total of 110 over Fall Semester 1995 at the same point in time. There are a total of 11,182 students registered for main campus, up by 162. There are 475 students registered for Firelands campus, which is down by 52. Enrollment for the Summer Term 1996 is up by 21 over Summer Term 1995. Main campus is up by 25, with a total of 6,858 students registered; Firelands campus is down by 4, with a total of 241 students registered.

The Office of Registration and Records is pleased to announce the arrival of Sue Lau as the new Director of Graduation and Degree Audit. She comes to Bowling Green from Ohio State University where she was responsible for maintaining the degree audit program. In her new position, Sue will be responsible for managing and planning, development, and daily operation of the Degree Audit Reporting System. In addition, she will be responsible for the coordination of all office graduation and commencement activities.

Multicultural Affairs & Student Services

Thirty high schools students (rising juniors and seniors) have been selected to participate in the 9th Annual Pre-College Enrichment Program (PEP) June 23 through August 3. Participants represent 21 cities throughout the State

of Ohio. There are 16 men and 24 women. They include 21 African-American students and 9 Latino students from as far as Cincinnati, Columbus, and Alliance.

A team of faculty and staff instructors for the Pre-College Enrichment Program include Bob Midden from Biochemistry, Jeff Johnson from Career Services, Vanessa Pitts from Mathematics and Statistics, Carl McCoy from Computer Science and Jack Taylor and Manny Vadillo from Multicultural Affairs and Student Services.

Office of Student Life

Currently 2,567 students intend to participate in the fall Pre-Registration program scheduled from July 2 to 31. Participation is 464 students less than this time in 1995.

Fall Transfer Pre-Registration programs are scheduled for July 1, August 1, August 20 and August 21. Currently 339 transfer students are scheduled to participate.

Alumni Affairs

On June 6, the Alumni Association presented Colleen Smith, Bowling Green Municipal Administrator, with a 1996 Honorary Alumnus Award. More than 150 people attended the dinner in her honor.

The 1996 Bowling Green State University Alumni Directory project is now complete and directories have been mailed to the graduates who ordered the publication. Sections of the directory include: an alphabetical, biographical listing, a listing by class year and a geographical listing. New additions to the 1996 publication include a career networking section, a fraternity/sorority listing and an e-mail address section.

The Alumni Affairs team is focusing on re-engaging Bowling Green graduates by making personal visits with each chapter, designing innovative programs and soliciting new leadership.

Alumni Affairs is working with the Admissions Office to enhance alumni involvement in recruiting.

Development

The annual telefund concluded on June 13. After 120 calling sessions, 58,181 contacts have been made with alumni and parents and \$734,150 has been pledged. Jean-Marie Wolf has concluded her fourth and final season as Telefund Coordinator. Her replacement will be selected this summer.

The search for the Director of Development has resumed. Candidates will be visiting campus in June and July and it is hoped that an individual will be in place by September.

Foundation

The BGSU Foundation, Inc. Board met on May 14. During the meeting, four new board members were approved. The include:

Ronald Gohen '54	Peggy Schmeltz '50, '70
Crystal Ellis '57, '75	Ralph Wolfe '51, '56

At the end of May, the total cash and marketable securities received for 1995-96 was \$3,725,755. This is a \$211,000 increase over the same period a year ago.

Television Services

"Cedar Point Memories," WBGU-TV's nationally televised documentary which has received high ratings in major markets, is now receiving awards. A finalist for a regional EMMY, "Cedar Point Memories" is also being recognized with an Ohio Educational Broadcasting award for the system's annual competition in the Arts and Cultural Affairs category. The documentary was produced by Shawn Brady.

WBGU-TV is receiving its largest grant ever from the Ohio Educational Telecommunications Network Commission. The \$750,000 grant is for a multimedia project that will engage and interest first, second and third grade students in mathematical concepts. The latest technology, including the Internet and CD Rom, will be used; and videotapes will model methods for teachers to use when implementing technology into the curriculum. The program is a collaborative effort of a team of Tucker Center and University personnel headed by Tony Short,

Director of Television Learning Services. A statewide project, "Math Tech," will once again bring the name of BGSU to teachers, students and families throughout Ohio.

Operations

In keeping with the initiative to strengthen campus security, Public Safety has just hired two new police officers, Cynthia M. Jones and Shelley L. Horine. They will be sworn in tomorrow at 8:15 a.m. and will begin their duties immediately. Ptl. Officer Jones is a life-long resident of the City of Bowling Green and a graduate of Bowling Green State University where she received a Bachelor of Science in Criminal Justice. She is a graduate of the Ohio Peace Officer Training Academy and is certified as a police officer in the State of Ohio.

Ptl. Officer Horine is also a resident of the City of Bowling Green and graduated from Owens Community College with an Associates Degree in Criminal Justice. She graduated from the Ohio Peace Officer Training Academy and is certified as a police officer in the State of Ohio. She has served as an Auxiliary Police Officer with the Woodville Police Department and has attended numerous law enforcement courses.

Buckeye Boys and Girls State

BGSU hosted Buckeye Boys State June 8-16. This is the 19th consecutive year that this annual government leadership program, sponsored by the American Legion, has used the BGSU facilities. The 1,380 delegates, young men just completing their high school junior year, are selected based on their citizenship, academic records and activities. The Ohio program is the largest in the country. The Conference generates over \$212,000 in revenue for the campus as well as providing the delegates a look at BGSU as a potential college choice in their future. In addition, since the delegates come from every county in Ohio, the local publicity on each delegate gives BGSU wide exposure across the State.

The University is currently hosting Buckeye Girls State, June 22 - June 30. This as with Buckeye Boys State is a fantastic exposure relative to recruitment and other benefits.

Governor's Summer Institute

BGSU endeavors to help gifted teenagers expand their horizons through summer programs, and one of them is the Governor's Summer Institute. Some 115 gifted high school freshmen and sophomores from throughout Ohio will attend the 11th annual Governor's Summer Institute on campus. Each of the five sessions scheduled is a five-day residential program that takes advantage of campus resources such as laboratories, computer facilities and faculty and alumni expertise. The first session, being held this week examines the shifting role of television news and the increasing tension between journalistic ethics and the demand for high audience ratings. Sessions in July will explore medical ethics, creative writing and, in the subject of history, whether there was enough evidence to convict Lee Harvey Oswald of the assassination of John F. Kennedy. Coordinators of the University's gifted education program planned the state-supported institute, one of several being held at Ohio colleges and universities this summer.

Faculty, Staff and Student Awards

Congratulations to Dean Thomas Erikson, Dean of Technology. Tom was named Life Chair of the Mississippi Valley Industrial Teacher Education Conference which serves a 21 state area. This honor is one of the most prestigious that can be bestowed upon an educator in technology education. He is only the eighth person to receive the honor since the organization was founded in 1908.

Daniel Klein, Associate Professor of Finance, has been named the Ashel G. Bryan/Mid-American Bank Professor.

Mark Asman, Professor and Chair of Accounting and Management Information Systems, has been named the Ernst and Young Professor of Accountancy.

Beginning July 1, 1996, Pat Kitchen will be the new Chair for Classified Staff Council and Faith Olson will be the Chair-Elect.

Congratulations to Richard Messer, Professor of English - who was awarded the 1996 Nancy Dasher Book Award of the College English Association of Ohio for his book *MURDER IN THE FAMILY*.

This is the third Nancy Dasher Book Award won, over the years, by members of the Bowling Green English Department. Michael Mott's biography *THE SEVEN MOUNTAINS OF THOMAS MERTON* received the award in 1985, and Philip O'Connor's novel *STEALING HOME* won it in 1980.

August 1996 Commencement

BGSU will hold its 226th commencement ceremony on Saturday, August 10, at 9:30 a.m. in front of University Hall. The commencement address will be delivered by Mr. Leon Bibb '66, news anchor with WEWS-TV, Channel 5 (Cleveland) and our new Board of Trustee member. Dr. Richard Hagemeyer '39, Founding President of Central Piedmont Community College in Charlotte, North Carolina, will be honored with the Distinguished Alumnus Award.

COMMITTEE OF THE WHOLE

Mr. Laskey reported that the Human Resources/University Programming Committee and the Financial Affairs/Facilities Committee met on Thursday morning as a committee of the whole and reviewed eight action items.

Proposed Agreement Between Bowling Green State University and The International Union of Police Associations, 1996-1999

Mr. Latta summarized the terms of the proposed three-year agreement. It includes, among other things, annual salary increases of 3% for each of the three years, a \$300 stipend, no change in fringe benefits, and an increase in special events compensation to the regular hourly rate.

No. 56-96 Mr. Latta moved and Mr. Marsh seconded that the Board of Trustees approve the proposed Agreement between Bowling Green State University and The International Union of Police Associations, Local No. 103, AFL-CIO, effective April 27, 1996 to April 27, 1999, as attached.

AGREEMENT BETWEEN BOWLING GREEN STATE UNIVERSITY AND THE INTERNATIONAL UNION OF POLICE ASSOCIATIONS, LOCAL NO. 103, AFL-CIO

Effective – April 27, 1996

Expires – April 27, 1999

PREAMBLE

This Agreement, made and entered into as of the ____ day of April, 1996, in Bowling Green, Ohio, is by and between the Bowling Green State University [hereinafter "University"] and the International Union of Police Associations, Local No. 103, AFL-CIO [hereinafter "Union"].

ARTICLE I

RECOGNITION

Section 1.10. The University recognizes the International Union of Policy Associations, Local No. 103, AL-CIO ["Union"] as the exclusive representative for purposes of collective bargaining with respect to all matters pertaining to wages, hours, or terms and conditions of employment of those full-time, nonprobationary employees in the following unit certified by the State Employment Relations Board on December 19, 1991, in Case No. 91-REP-06-0165:

Included: Police Officer 1, Police Officer 2, Radio Dispatchers,
Records Management Officer.

Excluded: All other employees.

Section 1.20. This Agreement contains the full and complete Agreement on all bargainable issues between the parties. Any aspect of wages, hours, terms and conditions of employment not covered by this Agreement is declared to have been expressly eliminated as a subject for collective bargaining, and during

the life of this Agreement, the parties waive any right to request further bargaining or negotiations, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. The University hereby reserves the right to make, change, and enforce rules, policies and procedures which do not conflict with the terms of this Agreement.

Section 1.30. The parties intend this Agreement to supersede, to the extent allowable by law, any and all provisions of the Ohio Revised Code and the Ohio Administrative Code and any other state or local laws or ordinances setting forth wages, hours, or terms and conditions of employment of the employees subject hereto.

ARTICLE II

MANAGEMENT RIGHTS

Section 2.10. The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, or by applicable state or federal law, all rights to manage, direct or supervise the operations of the University and all of its employees are vested solely and exclusively with the University and/or its representatives, and shall not be subject to the grievance procedure.

Section 2.20. Not by way of limitation of the foregoing paragraph, but only to indicate the type of matters or rights which belong to, and are inherent in, the University, the University retains the right to:

- (1) Hire and transfer employees;
- (2) Discharge, suspend or discipline employees for cause;
- (3) Determine the number and job titles of persons required to be employed, laid off or recalled;
- (4) Determine the starting and quitting time and the number of hours to be worked by its employees;
- (5) Make any and all rules and regulations not inconsistent with this Agreement;
- (6) Determine the work assignments of its employees;
- (7) Determine the basis for selection, retention and promotion of employees to or from positions not within the bargaining unit established by this Agreement;
- (8) Determine the type of equipment used and the sequence of work processes;
- (9) Determine work standards and the quality and quantity of work to be produced;
- (10) Transfer or subcontract work;
- (11) Consolidate, merge or otherwise transfer any or all of its facilities, property, processes or work with or to any other entity, or affect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work;
- (12) Terminate or eliminate all or any part of its work or facilities.

ARTICLE III

NONDISCRIMINATION STATEMENT

Section 3.10. It is the intention of the parties that the Agreement shall be administered and interpreted in accordance with laws relating to discrimination on the basis of age, disability, handicap, national origin, race, creed, color, religion, or sex.

Section 3.20. All references to employees in this Agreement designate both sexes, and wherever gender is used, it shall be construed to include both male and female employees.

Section 3.30. Neither party shall interfere with, restrain, coerce or otherwise discriminate against any employee in the bargaining unit for exercising his/her right to join or not to join the Union.

ARTICLE IV

SAVINGS CLAUSE

Section 4.10. In the event that any provision of this Agreement is finally declared unlawful by an appropriate, duly authorized tribunal, it shall be of no further force and effect, and the parties shall meet at mutually agreeable times in an attempt to legally modify the invalidated provision(s) through good faith negotiations.

ARTICLE V

IUPA, AFL-CIO REPRESENTATION

Section 5.10. The University shall recognize two (2) employees, plus the president of the Union or his designee, designated by the members of the bargaining unit and approved by the Union, to act as Union representatives. The aforementioned individuals shall be authorized to represent bargaining unit employees through the Grievance procedure.

Section 5.20. No one shall be permitted to function as a Union representative until the Union has presented the University with written notice of the person's selection. The Union shall provide the University with an official roster of all Union officers and authorized Union representatives which shall be kept current at all times and shall include the following: (1) name; (2) address; (3) home telephone number; and (4) Union office held.

Section 5.30. Nonemployee representatives of the Union shall be admitted to the University's facilities for the purpose of processing grievances or attending meetings as permitted herein only with prior approval of the Director of Public Safety or his designee. Upon approval, the Union representative shall identify himself as such to the Director or his designee. Approval shall not be unreasonably withheld.

Section 5.40. The Union agrees that no official of the Union (employee or nonemployee) shall interfere, interrupt, or disrupt normal work duties of other employees; the Union further agrees not to conduct any Union business during normal work time except to the extent authorized in Section 5.50, below. Union representatives shall cease unauthorized Union activities immediately upon the request of the supervisor of the area in which Union activity is being conducted or upon the request of the Union representative's supervisor.

Section 5.50. Union representatives shall be permitted reasonable time to investigate, present and process formal grievances on University property without the loss of pay during their regular working hours; provided that, in each and every instance where such time is required, only one (1) representative is assigned to a grievance, and such representative notifies the Director or his designee of the need for absence from his duty station. Union representatives shall make all reasonable efforts, however, to process all grievances during nonworking hours.

Section 5.60. The Union may use the existing bulletin board within the department to communicate Union-related matters such as meetings and elections, recreational events, and committee reports. No notice of a political or personal nature directed toward the University or any officer, employee, or trustee thereof may be posted.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 6.10. A grievance is defined as any dispute regarding the interpretation or application of this Agreement between the University and an individual member or members of the Union. Pending a decision on a grievance, the University's order shall be followed as given with regard to the employee(s) involved.

Section 6.20. The Union and the University agree that it is important that complaints and grievances be processed as quickly as possible at each administrative level set forth below. To that end, the number of days indicated herein shall be considered a maximum. The time limit specified may, however, be extended by mutual written agreement between the University and the employee or his designated union representative.

Section 6.30. If a grievance is not presented within seven (7) calendar days after the employee knew or reasonably should have known of its occurrence, it shall be considered not to have existed or occurred. In the event that the University does not respond to a grievance within the specified time limits, the grievance may be appealed to the next step of the grievance procedure.

Section 6.40. Nothing contained in this Agreement shall be construed to limit the individual right of a bargaining unit member having a complaint or problem to discuss the matter informally with members of the University administration through usual channels of communication.

Section 6.50. Step One: The grievant(s) should first discuss his/her problem or grievance on an informal basis with his/her immediate supervisor. The immediate supervisor shall then attempt to adjust the matter informally and shall respond to the grievant(s) within seven (7) calendar days.

Section 6.60. Step Two: If the grievance has not been settled after Step One, it may be presented in writing on a University form prepared for that purpose to the Director of Public Safety within seven (7) calendar days after the immediate supervisor's response is due. The grievant, a Union representative, or the Director (or his designee) may request a meeting to discuss the written grievance appeal. If such a meeting is requested, it shall be held within seven (7) calendar days following receipt by the Director of the written grievance appeal. The grievant and, at his option, a Union representative, shall attend such meeting. The Director (or his designee) shall render a decision in writing to the employee within seven (7) calendar days following the meeting or receipt of the written grievance, whichever occurred later. A copy of the Director's decision is to be sent to the Executive Director of Personnel and the local Union representative.

Section 6.70. Step Three: If the grievance still remains unadjusted after Step Two, it may be presented in writing to the Executive Director of Personnel (or his designee) within seven (7) calendar days after the response of the Director (or his designee) is due. The grievant, a Union representative, or the Executive Director of Personnel (or his designee) may request a meeting to discuss the written grievance appeal. If such a meeting is requested, it shall be held within seven (7) calendar days following receipt by the Executive Director of Personnel (or his designee) of the written grievance appeal. The grievant and, at his option, a Union representative shall attend such meeting. The Executive Director of Personnel (or his designee) shall render a decision in writing to the grievant(s) within seven (7) calendar days following the meeting or receipt of the written grievance, whichever occurred later.

Section 6.80. Arbitration: Any grievance which is not resolved through the grievance procedure may, at the request of the Union, be submitted to arbitration. Notice of the request for arbitration must be served on the University in writing, within fourteen (14) calendar days from the date on which the Union received the Executive Director of Personnel's (or his designee's) written decision in Step Three.

Section 6.81. Within fourteen (14) calendar days following the University's receipt of the Union's request for arbitration, the parties shall request the Federal Mediation and Conciliation Services (FMCS) to submit a list of seven (7) potential arbitrators, all of whom shall be members of the National Academy of Arbitrators. Selection of the arbitrators will be accomplished by alternate striking of names from the list with the Union striking the first name. If the arbitrator thus chosen cannot serve, the parties shall request a new list and shall begin the selection process anew.

Section 6.82. The costs of any proof produced at the direction of the arbitrator, the fee of the arbitrator, and the rent, if any, for the hearing room shall be borne equally by the parties. The expenses of any nonemployee witnesses shall be borne, if at all, by the party calling them. Any affected bargaining unit member in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during his normally-scheduled working hours on the day of the hearing.

Section 6.83. The arbitrator shall conduct a fair and impartial hearing on the grievance. It is expressly understood that the ruling and decision of the arbitrator, within his function as described herein, shall be final and binding, providing such decision does not exceed the jurisdiction or authority of the arbitrator set forth in this Section. Only disputes involving issues subject to resolution through the grievance procedure based upon the facts presented shall be subject to arbitration. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.

ARTICLE VII

NO STRIKE/NO LOCKOUT

Section 7.10. It is understood and agreed that the services performed by the employees covered by this Agreement are essential to the public health, safety, and welfare. Therefore, the Union agrees that, during the term of this Agreement, it shall not directly or indirectly call, authorize, instigate, engage in, support, encourage, ratify, assist in any way, or sanction any strike, picketing, handbilling, sympathy strike, slowdown, work stoppage, sick-out or any interruption or interference with the normal operations of the University.

Section 7.20. No member of the bargaining unit shall instigate or participate, directly or indirectly, in any strike, picketing, handbilling, sympathy strike, slowdown, work stoppage, sick-out or any interruption or interference with the normal operations of the University. Violation of this provision shall be just cause for disciplinary action, up to and including discharge, as determined by the University, subject to appeal only to the grievance procedure, with the only issue to be determined by the arbitrator being whether a violation of this Section actually occurred.

Section 7.30. In the event any violation of this Section occurs, upon notice from the University, the Union shall actively discourage and endeavor to prevent or terminate any violation by using its best efforts to immediately notify all bargaining unit members that the strike, picketing, handbilling, sympathy strike, slowdown, work stoppage, sick-out or other interference with normal University operations is prohibited and is not in any way sanctioned or approved by the Union. Furthermore, the Union shall use its best efforts to immediately instruct members of the bargaining unit to return to their duties at once.

Section 7.40. The University agrees that, during the term of this Agreement, it shall not lock out any bargaining unit member covered by this Agreement.

ARTICLE VIII

RESPONSIBILITIES AND DISCIPLINARY ACTION

Section 8.10. Each member of the Union is responsible for self-discipline. If an employee is unwilling or unable to discipline himself, disciplinary action becomes a responsibility of the University.

Section 8.20. Any discharge, demotion, suspension, or other disciplinary action shall be for just cause.

Section 8.30. An employee will not be discharged without first being afforded the opportunity for a conference before the Executive Director of Personnel, or his designee, in which conference the employee may give his version of the events at issue. The employee will be advised of his right, at his option, to have a Union representative present at such conference.

Section 8.40. Internal investigations will be conducted in such a manner as will comply with all applicable state laws and will not infringe upon the constitutional rights of any bargaining unit member. Before an employee may be disciplined for refusing to answer questions or for refusing to participate in an investigation, the employee will be advised that his refusal may subject him/her to disciplinary action.

ARTICLE IX

EMPLOYEE RIGHTS

Section 9.10. An employee has the right to the presence of a representative of his bargaining unit and/or the Union's Business Agent and the right of cross-examination of all witnesses at disciplinary hearings.

Section 9.1. An employee who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his Constitutional Rights before any questioning begins.

The employer recognizes that criminal investigations of an employee should be and will be handled in the same manner as a criminal investigation that would involve any citizen.

Section 9.12. Before an employee may be charged with any violation of University policies, procedures, and rules for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer questions, or participate in such investigation, may be made the basis of such a charge.

Section 9.13. Any interrogation, questioning or interview shall be conducted at a reasonable hour, preferably while the employee is working. All such time an employee is required to participate in an investigation that is not his normal scheduled working hours, he shall be compensated at the appropriate rate of pay. Interrogation sessions shall be for reasonable periods of time, and time shall be allowed during the questioning for rest periods or for other physical necessities.

Section 9.14. The employee shall be informed of the nature of the investigation prior to any questioning.

Section 9.15. If a single anonymous complaint is made against an employee with respect to which there is no corroborative evidence and the complaint is determined to be unfounded, no record of such complaint shall be included in the employee's personnel file.

Section 9.16. The employer may divulge that a particular employee is under investigation, but, may not release any additional information until the investigation is completed and the employee is either cleared or charged. Prompt notice must be provided to the employee when upon inquiry the Employer divulges the fact that an employee is under investigation.

Section 9.17. An employee who has been charged with a violation of any University policies, procedures and rules shall upon request be provided the opportunity to inspect and obtain written statements and any other material as a condition to its use at a hearing on such charge.

Section 9.18. No hearing that may result in the dismissal, demotion, suspension or reprimand shall be held unless the employee is notified of the hearing and the reasons for it at least seven (7) calendar days prior thereto.

Section 9.19. The University shall not obtain evidence in the course of an internal investigation through the use of administrative pressures, threats or promises made to the employee, nor shall the University make voluntary disclosure in any subsequent criminal court action of any evidence obtained in an internal investigation, unless compelled by subpoena or other appropriate court order to do so.

Section 9.20. In the course of an internal investigation, a polygraph examination will be administered only with the consent of the employee under investigation. If in the course of an internal investigation, an employee has been given a polygraph examination, such examination shall not be used in any subsequent criminal court action, unless compelled by subpoena or other appropriate court order to do so. Only a certified expert from an accredited polygraph school that would be recognized by the Ohio Association of Polygraph Examiners will be used to conduct polygraph examinations.

Section 9.21. When an employee is to be interviewed in an investigation of any other employee, such interview shall be conducted in accordance with the procedures established herein, except that paragraphs A, E and N shall not be applicable.

Section 9.22. Any employee who is the subject of a disciplinary investigation has the right upon request to have a union representative present during any interview.

Section 9.30. If the rights of the employee who is under investigation as provided herein have been violated, the violation shall be subject to the grievance procedure.

ARTICLE X

WORK PRACTICES

Section 10.10. The calendar workweek is a period of seven (7) consecutive days commencing at 12:01 a.m. on Sunday and ending at midnight on the following Saturday.

Section 10.20. A regular workweek shall consist of five (5) days, eight (8) hours in length, during the calendar workweek. An employee shall be entitled to one (1) thirty-minute paid meal period within the employee's eight-hour shift.

Section 10.30. Bargaining unit members will be scheduled for work using a twenty-eight (28) day shift cycle. The University will make a good-faith effort at, but cannot guarantee, the following: (1) to post schedules fourteen (14) days in advance; (2) to schedule employees for the same shift on each workday during the 28-day schedule; (3) to schedule employees with one (1) weekend off per month; and (4) to schedule a minimum of three (3) officers per

shift. The Union acknowledges that circumstances such as employee absenteeism, leaves of absence, manning levels, and other unforeseen circumstances affect the University's ability to achieve the above goals. The above reference to regular workweek does not guarantee a forty (40) hour workweek.

Section 10.40. Special Events: The University shall continue its practice of allowing bargaining unit members to distribute among themselves opportunities to work special events. For special events worked during the term of the Agreement, members shall receive 100 percent of the straight-time hourly rate of pay in effect for such employee at the time the work is performed. The University continues to reserve the right to utilize nonbargaining unit security forces in those special events for which bargaining unit members have not been assigned. The University shall be given ample notice of such circumstance. For purposes of this Section, a "special event" shall be defined as the provision of on-campus security at such University-related events as athletic contests and student social functions (among others) which have not traditionally been assigned as overtime by the Director of Public Safety or his designee and which have traditionally been worked by bargaining unit members.

Section 10.50. In the event that an employee works one or more special events during the workweek, the University will not reschedule the employee for the purpose of reducing or eliminating the employee's opportunity to receive overtime compensation during the same workweek.

ARTICLE XI

DUES CHECKOFF

Section 11.10. The University shall deduct regular initiation fees, assessments, and biweekly dues from the pay of Union members who are employees in the bargaining unit covered by the Agreement upon receipt from the Union of individual written authorization cards, voluntarily executed by the bargaining unit member for that purpose, and bearing his/her signature; provided, that:

Section 11.11. A bargaining unit member shall have the right to revoke such authorization by giving written notice to the University and the Union during the thirty (30) day period preceding the termination of the Agreement;

Section 11.12. The University's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization from the bargaining unit member or upon transfer of the bargaining unit member to a job classification outside the bargaining unit;

Section 11.13. The Union shall indemnify and hold the University, its employees, its officers, the Board of Trustees and any of its agents, harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of, action taken by the University for the purpose of complying with any of the provisions of this Article.

Section 11.20. As a condition of continuing employment, all employees in the bargaining unit, after sixty (60) days following the beginning of employment of the effective date of the collective bargaining agreement, whichever is later, shall pay a fair share fee to the Union. This arrangement does not require any employee to become a member of the Union.

Section 11.30. The University agrees to deduct from employees who give written authorization, any monies for the U.S. Savings Bond Program and remit such withholdings to proper authorities.

Section 11.31. The University agrees to deduct from employees who give written authorization, any monies for United Way and remit such withholdings to proper authorities.

Section 11.32. The University agrees to deduct from employees who give written authorization, any monies for Glass City Federal Credit Union and remit such withholdings to proper authorities.

ARTICLE XII

UNIFORM AND EQUIPMENT REGULATIONS

Section 12.10. The University will continue to provide bargaining unit members with all uniforms, clothing, apparel, and equipment required by the University. All equipment issued to bargaining unit members remains the property of the University. In the event a bargaining unit member becomes temporarily or permanently separated from this employment with the University, he/se shall be required to surrender all University equipment to his/her appropriate supervisor.

Section 12.20. Bargaining unit members shall maintain all their uniforms and shall keep accessories clean, neat and in good repair. Bargaining unit members are responsible for the careful and proper use of all equipment and property entrusted to their care. The University will continue to bear the cost of dry cleaning of uniforms.

Section 12.30. At any time and at his discretion, when it is reasonable to believe such action is in the best interest of the University, the Director of Public Safety (or his designee) may deny permission to any bargaining unit member to be equipped with any uniform or equipment items. Any such denial of permission shall not be construed as disciplinary, and shall not be subject to review through the grievance procedure.

Section 12.40. Minor maintenance of uniforms and equipment is the responsibility of each bargaining unit member.

ARTICLE XIII

BENEFITS

Section 13.10. The University will provide to members of the bargaining unit the group health insurance plan presently, or in the future, provided to other University classified employees.

Section 13.20. The University will provide to members of the bargaining unit the group life insurance plan presently, or in the future, provided to other University classified employees.

Section 13.30. The University will provide to members of the bargaining unit the educational fee waiver benefits presently, or in the future, provide to other University classified employees.

Section 13.40. The University will provide members of the bargaining unit with parking decals at no cost, so long as parking is provided free for other University classified employees.

Section 13.50. the University reserves the right to change the rates, benefits, and the present or successor insurance carriers, and/or funding mechanisms, in concert with changes applicable to nonbargaining unit classified employees.

ARTICLE XIV

SENIORITY

Section 14.10. Seniority shall be defined, in regard to a bargaining unit member who was a member of the bargaining unit at the time of certification of the Union, as a bargaining unit member's continuous service in any position at the University. For all other bargaining unit members, seniority shall be defined as a bargaining unit member's continuous service in one or more of the bargaining unit positions within the Department of Public Safety at the University. An employee shall have no seniority during his/her probationary period, but upon successful completion of the probationary period, seniority shall be retroactive to the employee's most recent date of hire into a bargaining unit position. Upon the effective date of this Agreement and every six (6) months thereafter, the University shall provide the Union with a seniority list which shall include each employee's name, date of hire and job title.

Section 14.20. Seniority shall be broken and terminated when an employee: (1) quits; (2) is discharged for just cause; (3) is laid off for a period of more than twelve (12) months; or (4) is disabled from work due to illness or injury for a period of eighteen (18) months or for the length of the employee's accrued sick leave, whichever is longer.

Section 14.30. Probationary Status: It is mutually understood that each new employee is on probationary employment status until he has accumulated twelve (12) months' seniority. A trainee is considered to be a probationary employee throughout the period of his/her training and for an additional twelve (12) months after completion of certification. Further, such probationary employee is subject to discharge at any time during his/her probationary period at the sole discretion of the University. Any discharge of a probationary employee shall not be subject to the grievance provisions contained in this Agreement and shall not be subject to appeal or recourse to any other agency, institution, or forum.

Section 14.40. Upon promotion of a bargaining unit member to a higher pay-rated classification, such member is on promotional probationary status for a period of six (6) months. During such probationary period, at the discretion of the University, such employee may be returned to his/her former classification. Such return to

former classification shall not be subject to the grievance provisions contained in this Agreement and shall not be subject to appeal or recourse to any other agency, institution, or forum.

ARTICLE XV

LAYOFF AND RECALL

Section 15.10. In the event the University decides to reduce the work force, members of the bargaining unit will be laid off in accordance with this Article

Section 15.20. The University shall determine which classification(s) is to be reduced and the number to be reduced in each classification(s).

Section 15.30. Probationary employees in the classification(s) to be reduced shall be laid off before members of the bargaining unit with seniority are laid off.

Section 15.40. The member of the bargaining unit in the classification(s) to be reduced with the least seniority will be laid off first and so on until the total number of layoffs in the classification(s) has been reached. Any employee laid off pursuant to this Article shall have the right to displace another employee with less seniority within the bargaining unit in the same or lower-rated classification provided such employee has the present ability and qualifications to perform the work.

Section 15.50. If the University decides to fill vacancies in the classification(s) from which members of the bargaining unit are on layoff, laid off bargaining unit members will be recalled in reverse order to that in which they were laid off, provided that such bargaining unit member has not been continuously laid off from the University for more than twelve (12) months.

Section 15.51. A laid off employee holding recall rights to a Police Officer 2 classification may be recalled to a Police Officer 1 vacancy (and paid at the rate of a Police Officer 1) in accordance with the seniority of laid off police officers. An employee exercising a recall right under this Section may fill any subsequent Police Officer 2 vacancy which occurs no more than twelve (12) months after the original layoff date.

Section 15.52. A police officer may refuse a recall under Section 15.51 without effect upon a police officer's remaining recall rights.

Section 15.60. A laid off bargaining unit member shall retain seniority rights for recall twelve (12) months from his/her date of layoff, after which all seniority and recall rights shall be forfeited.

Section 15.70. Laid off bargaining unit members may elect to participate in the University's federally-mandated COBRA plan.

ARTICLE XVI

NONBARGAINING UNIT EMPLOYEES

Section 16.10. Nonbargaining unit employees, supervisors and/or part-time personnel may perform work ordinarily performed by bargaining unit members so long as it does not directly result in either the layoff (or the extension of a layoff) of a bargaining unit member or a bargaining unit member being scheduled for less than forty (40) hours per week.

ARTICLE XVII

HOLIDAY OBSERVANCE

Section 17.10. Each bargaining unit member shall be entitled to eight (8) hours of pay for ten (10) paid holidays per year. The named holidays are: New Year's Day (January 1), Martin Luther King day (third Monday in January), Presidents' Day (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor day (first Monday in September), Columbus Day (second Monday in October), Veteran's Day (November 11), Thanksgiving Day (fourth Thursday in November) and Christmas Day (December 25). The University reserves the right to reassign Presidents' Day and Columbus Day to other days of the year to coincide better with the academic calendar. These two days become a holiday on the day they are reassigned to.

Section 17.20. Each holiday shall be observed on the date noted in Section 17.10. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

Section 17.30. Bargaining unit members scheduled or required to work on a holiday shall be paid one and one-half times their regular straight time hourly rate of pay for all hours worked plus eight (8) hours of holiday pay at their straight time hourly rate of pay.

Section 17.40. A bargaining unit member who is on vacation leave at the time a holiday is observed by the University shall be paid holiday pay as described herein in lieu of being charged vacation leave hours

Section 17.50. To be eligible for holiday pay, a bargaining unit member must work all of his/her last scheduled workday prior to the holiday and all of the workday immediately following the holiday, unless excused therefrom by reason of illness or other proven event beyond the member's control.

Section 17.60. A bargaining unit member who is on leave or layoff at the time of a holiday shall not be eligible for holiday pay.

ARTICLE XVIII

COMPENSATION

Section 18.10. Employees shall receive a 3 percent increase effective with the beginning of the first full payroll period following April 27, 1996.

Section 18.20. Employees shall receive a 3 percent increase effective with the beginning of the first full payroll period following April 27, 1997.

Section 18.30. Employees shall receive a 3 percent increase effective with the beginning of the first full payroll period following April 27, 1998.

Section 18.40. All bargaining unit members shall be paid one and one-half times their regular straight time hourly rate for all hours worked in excess of forty (40) hours in a workweek. In the event that an employee works in excess of his/her scheduled hours for reasons other than filling in for unexpected employee absences, the University will not reduce the remainder of the employee's scheduled workweek in order to avoid overtime compensation.

Section 18.50. The following probationary and base rates of pay shall apply to employees who become members of the bargaining unit after April 27, 1996:

	<u>Probationary</u>	<u>Base</u>
Police Officer 1	\$10.22	\$10.72
Police Officer 2	11.61	12.18
Radio Dispatcher	9.26	9.72
Records Management Officer	9.68	10.18

These probationary and base rates will be increased by 3 percent effective with the first full payroll period following April 27, 1997, and by 3 percent effective with the first full payroll period following April 27, 1998.

Section 18.60. Paid vacation time and compensatory time shall be considered as hours worked for the purpose of computing overtime.

Section 18.70. Compensatory Time. Employees may elect to accrue compensatory time in lieu of pay for overtime hours worked. Each overtime hour worked shall be equal to one and one-half (1 1/2) hours of compensatory time. An employee may accumulate a maximum of two hundred forty (240) hours in any fiscal year. When an employee is at the maximum accumulation limit for compensatory time, all overtime worked shall be paid. When an employee completes and submits his time report form on the Monday following completion of the previous payroll week, the employee must elect in writing to accrue compensatory time in lieu of pay for overtime hours worked. So long as it will not unduly disrupt the operations of the Police Department or result in overtime, an employee will be permitted to take compensatory time off within a reasonable time after requesting it. Any request to take compensatory time off must be made at least forty-eight (48) hours in advance. Compensatory time off may be used in minimum increments of not less than one (1) hour.

ARTICLE XIX

OVERTIME

Section 19.10. No overtime is scheduled or worked, except as determined by the Director of Public Safety or his designee. As necessary, members may be required to work overtime to the extent necessary to provide a staff of officers the University considers adequate.

Section 19.20. Overtime shall be assigned in the manner set forth in Appendix A to this Agreement.

ARTICLE XX

LEAVES

Section 20.10. The policies currently, or in the future, applicable to classified staff employees at the University regarding leave of absence, special leave, family leave, maternity leave, leave without pay, paternity/adoption leave, personal leave, sick leave, vacation leave, jury duty and court leave shall apply to bargaining unit members.

ARTICLE XXI

PERFORMANCE EVALUATION/PROMOTION

Section 21.10. The University will endeavor to evaluate a bargaining unit member's work performance twice during the twelve (12) month probationary period. Each evaluation will be accompanied by an interview with the member's immediate supervisor. Thereafter, performance evaluations are conducted annually on or around April 1 of each year.

Section 21.20. Bargaining unit members must meet the necessary requirements to qualify for promotion. Those factors that will be taken into consideration in promotion decisions include, but are not limited to, the following:

- (1) Satisfaction of the minimum job qualifications as established by the University personnel qualifications for the classification;
- (2) Applicant's work history and performance of all previous assignments;
- (3) Educational background;
- (4) Training background;
- (5) Aptitude and/or familiarity with the required duties of the vacant position; and
- (6) Other job-related factors.

Section 21.30. All vacancies in the job classification of police officer 1, police officer 2, radio dispatcher, and records management officer may be filled by the University as it deems proper, including being filled with nonbargaining unit members. However, the University shall give fair consideration to interested bargaining unit members.

Vacancies in the job classifications of police officer 1 and dispatcher shall be offered first to current part-time employees performing such work on the main campus.

ARTICLE XXII

OUTSIDE EMPLOYMENT

Section 22.10. No bargaining unit member shall accept outside employment that interferes with the member's performance of his/her duties or responsibilities of his/her position with the University or that compromises the member's position with the University through a conflict of interest.

Section 22.20. All members desiring outside employment must first submit a written request to the Director of Public Safety for his approval no less than seven (7) calendar days before such outside employment is to begin. Such description shall contain an adequate description of the activity proposed to be engaged in. It is understood that approval shall not be unreasonably withheld and if approval is not granted it shall be for reasons set forth in Section 22.10 above. The Director of Public Safety will state in writing the reasons why the outside employment would interfere with the performance of duties or responsibilities of his or her position and/or why the outside employment would compromise the member's position with the University through a conflict of interest.

Section 22.30. Use of University uniforms and equipment during outside employment is prohibited.

ARTICLE XXIII

PERSONNEL FILES

Section 23.10. A bargaining unit member will promptly report changes of home address and telephone number to his immediate supervisor in order to maintain current personnel and payroll records.

Section 23.20. Bargaining unit members are permitted to gain access to their personnel file maintained by the University. A bargaining unit member may review his/her personnel file only in the presence of the member's immediate supervisor, the Director of Public Safety (or his designee), or a personnel officer.

Section 23.30. A bargaining unit member may not, of his/her own discretion, mark up, change, or in any way correct the data contained in his/her personnel file. A member may submit a formal written request for changes to his immediate supervisor or the Director of Public Safety (or his designee). If the request is granted, the changes will be made by the member's immediate supervisor or the Director of Public Safety (or his designee) in the presence of the bargaining unit member.

Section 23.40. If the bargaining unit member's request for a correction or modification to his personnel file is declined, the member can then request that his/her statement of disagreement with the personnel file be placed within the file. The statement of disagreement will remain in the personnel file so long as the file contains information to which the statement of disagreement pertains.

Section 23.50. The personnel file of employees shall be cleared of any offenses in accordance with the Records Retention Program for Public College and University in Ohio developed by the Inter-University Council of Ohio.

Section 23.60. The following disciplinary offenses shall not be considered in future disciplinary proceedings in the following circumstances:

- (A) Verbal reprimands or lesser offenses after one (1) year from the effective date, provided the employee receives no additional disciplinary action during the one (1) year period.
- (B) Written reprimands after two (2) years from the effective date, provided the employee receives no additional disciplinary action during the two (2) year period.
- (C) Suspensions of less than thirty (30) days after three (3) years from the effective date, provided the employee receives no additional disciplinary action during the three (3) year period.
- (D) Suspensions of thirty (30) days or more after four (4) years from the effective date, provided the employee receives no additional disciplinary action during the four (4) year period.

ARTICLE XXIV

STANDARDS OF PROFICIENCY

Section 24.10. Members of the bargaining unit who are sworn police officers shall meet and maintain reasonable standards of proficiency for office. The University will provide reasonable written or oral (confirmed in writing) notice of such standards and will make a reasonable effort to assist sworn police officers in maintaining standards of proficiency. Each bargaining unit member will also enroll in the University's wellness program and will comply with any of its recommendations. The University agrees to pay the enrollment fee for the Fitwell Program, as well as any routine physical examination, so long as such examination is required by the Fitwell Program.

Section 24.20. The failure of a bargaining unit member to meet minimum standards of proficiency shall be grounds for disciplinary action which may include, at the University's option, reduction of classification, transfer to another existing department in the University for which the individual possesses the qualifications, or possible separation from the University.

Section 24.30. Each sworn officer shall maintain certification by the Ohio Peace Officers Training Council.

Section 24.40. Each sworn officer shall maintain physical fitness by annually receiving a physical examination, from his/her personal physician during the thirty (30) calendar days preceding October 1 of each year of this Agreement. The sworn officer shall have his/her personal physician complete and return to the University by October 1 of each year a medical form approved by the University which confirms that the officer is adequately fit to perform the essential function of his job.

ARTICLE XXV

ASSOCIATION OFFICERS

Section 25.10. One officer of the association will be granted the necessary time off to attend conventions and meetings of the International Union of Police Associations, AFL-CIO; such conventions and/or meetings shall not exceed two per year. It is understood that such time off is without pay.

ARTICLE XXVI

DURATION

Section 26.10. This Agreement shall be effective as of April ____, 1996, and shall remain in full force and effect until midnight, April 27, 1999, and thereafter for successive periods of one (1) year unless either party, at least ninety (90) days prior to April 27, 1999, but not more than one hundred twenty (120) days prior to April 27, 1999, shall serve written notice on the other party of a desire to terminate, modify or amend this Agreement.

Section 26.20. Either the Union or the University may initiate negotiations, by notice to the other party, not more than one hundred twenty (120) days, and not less than ninety (90) days prior to the expiration of the Agreement. Requests initiated by the Union shall be directed to the Director of Public Safety (or his designee). Requests initiated by the University shall be directed to the Union representative or the President of the Union.

IT WITNESS WHEREOF, the parties have hereunto set their hands this 27th day of April, 1996.

INTERNATIONAL UNION OF
POLICE OFFICERS,
AFL-CIO, Local 103

BOWLING GREEN STATE UNIVERSITY

By: _____

By: _____

APPENDIX A

Overtime Policy for Shift Coverage

PURPOSE

- I. This instruction establishes a policy to be used if overtime is required to provide needed manning or in the event that management decides that additional officers are needed in special circumstances.

POLICY

- II. This division shall adhere to the procedures outlined below.

PROCEDURE

- III. The shift supervisor or senior patrol officer on duty shall take the following action in the order indicated as soon as he/she learns that overtime will be needed on the shift:

1. Contact the officer with the least number of overtime hours listed on the monthly check sheet (see Attachment #1), who can report for and work overtime without it conflicting with his/her regular duty reporting time or without it creating a sixteen (16) hour shift.

This procedure will equalize the overtime among all uniformed officers including temporarily assigned investigators and the administrative staff in the manner that staffing requirements are filled for athletic and special events.

If this procedure should fail, go to Step 2.

2. Contact an officer on duty at the time to work an additional four (4) hours over. The officer who works the first four (4) hours will be the officer with the least number of overtime hours of those working at the time the shift is to be filled. Contact an officer on the oncoming shift to work an additional four (4) hours early. The officer who works the second four (4) hours will be the officer with the least number of overtime hours of those scheduled to work the following shift.

If four (4) hours or no hours are covered by the above steps, then the officer with the least amount of hours will be required to work according to step #1 to cover whatever hours are needed to cover the shift. Keep in mind not to create a sixteen (16) hours shift if at all possible.

If there is no other way to cover the shift but with a sixteen (16) hours shift, this must be approved by the following: Contact the Lieutenant first and then a shift supervisor, if you are unable to contact the Lieutenant.

3. All contacts or attempts to contact will be logged in the order they were completed whether the contact was made by telephone, radio or in person. This information will be logged on the overtime Call Log (see Attachment #2) in the shift coverage overtime book. The officer in charge covering the overtime shall be responsible for updating the monthly totals. The officer covering the overtime shall fill out the overtime call log Attachment #2. The officer in charge of covering the overtime shall forward a copy of the overtime call log to the Cpl. In charge of the shift coverage overtime book. The Cpl. In charge of the shift coverage overtime book shall be responsible for insuring that an updated copy of the monthly check sheet and blank copies of the overtime call log sheets are available to the officer who may be required to fill an overtime situation as it arises. The master shift coverage overtime book shall be kept by the Cpl. in charge of the shift coverage overtime.
4. If an officer is in bed, and the spouse or family member refuses to awaken the officer, then this constitutes a refusal, and hours will be charged on the monthly total sheet. However, if the contacting officer receives no answer or the officer is not home, then this is not considered a refusal, and no hours will be charged.

Remember to log all positive and negative responses, no answers, and spouse refusals in the appropriate columns.

The Board Secretary conducted a roll call vote with the following results: Voting "yes"-- Mr. Bibb, Mr. Bryan, Mr. Laskey, Mr. Latta, Mr. Marsh, Mr. Medlin, Ms. Newell, Mr. Stroh. The motion was approved with eight affirmative votes.

Proposed Improvement Project To Be Funded

No. 57-96 Mr. Latta moved and Mr. Marsh seconded that approval be given to the allocation of funds for the following Improvement Projects totaling \$386,500.

Other Auxiliaries

TELECOMMUNICATIONS

- | | |
|--|--------------|
| 1) Telephone Cable Audit Including System Upgrades
(replacing faceplates & connecting blocks in wiring closets) | \$204,500.00 |
| 2) Networking Consultant (Campus Network Design) | 182,000.00 |

The Board Secretary conducted a roll call vote with the following results: Voting "yes"-- Mr. Bibb, Mr. Bryan, Mr. Laskey, Mr. Latta, Mr. Marsh, Mr. Medlin, Ms. Newell, Mr. Stroh. The motion was approved with eight affirmative votes.

Proposed Agreement with Student Legal Services, Inc.

No. 58-96 Mr. Bryan moved and Mr. Marsh seconded that the Board of Trustees approve the proposed Agreement with Student Legal Services, Inc. for 1996-97, as attached.

AGREEMENT BETWEEN
BOWLING GREEN STATE UNIVERSITY
AND
STUDENT LEGAL SERVICES, INC.

This Lease is entered into between BOWLING GREEN STATE UNIVERSITY, an agency of the State of Ohio, ("Lessor") and STUDENT LEGAL SERVICES, INC. ("Lessee").

1. PREMISES

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor leases to Lessee and Lessee leases from Lessor, approximately 640 square feet of Lessor's University Union for use as provided herein. These premises are referred to in this Lease as the premises or the leased premises.

2. TERM

The term of this lease shall commence on July 1, 1996 and terminate on June 30, 1997, unless sooner terminated as provided in this Lease.

3. RENTAL

Lessee agrees to pay the Lessor, at such address as Lessor may designate in writing, annual rent in the amount of \$ 4,940.80, payable annually upon demand by Lessor. Rent shall be due and payable in full upon Lessee's receipt of Lessor's invoice for payment. Lessee may rent additional space if available and agreed to by the Lessor, at a rate of \$7.71 per square foot.

4. HOLDING OVER

In the event of holding over by the Lessee after the termination or expiration of this Lease, the holdover shall be as a tenant at will and all the terms and provisions of this lease shall be applicable during that period except that the Lessee shall pay the Lessor as rental for the period of such hold over an amount equal to one and one-half the rent which would have been payable by Lessee had the hold over period been part of the original term of this lease.

5. TAXES AND ASSESSMENTS

Lessee shall pay and fully discharge all taxes, special assessments, and governmental charges of every character imposed during the term of this Lease on the furniture, trade fixtures, appliances and other personal property placed by Lessee in, on, or about the premises.

6. UTILITIES AND OTHER SERVICES

Charges for utilities including water, electricity, heat, and gas used in and about the leased premises during the term of this lease shall be included in the rental amount set forth above. Lessor shall provide minimal custodial service to consist of emptying waste cans and vacuuming visible areas as needed. Lessee shall pay for the use of telephones and all charges related to telephone use, including all telephone tolls. Lessor shall transmit waiver forms, bill, collect, and account for participation fees from students as a part of its normal student fee collection process. Lessee shall pay \$2,500 per year for this service, to be paid in quarterly installments upon demand by Lessor.

7. ZONING, LICENSES, AND PERMITS

Lessor makes no warranty or representation of any kind concerning the condition of the leased premises or their fitness for the use intended by the Lessee, or of their zoning, and hereby disclaim any knowledge with respect to these matters, it being expressly understood by the parties to this lease that Lessee has personally inspected the leased premises, knows their condition, finds them fit for its intended use, accepts them as is, and has ascertained that they can, under existing ordinances be used for the purposes set forth in, and limited by, this lease.

8. MAINTENANCE OF PREMISES

During the term of this lease, Lessee shall maintain the leased premises in good condition.

9. ALTERATIONS

Lessee shall not make any alterations, additions, or improvements to the leased premises without the prior written consent of Lessor. Consent for non structural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

10. USE, OCCUPANCY, AND HOURS OF OPERATION

Lessee will use the premises to operate and provide legal services to Bowling Green State University students in accordance with Ohio Revised Code section 3345.022, as amended. Lessee will not use the name Bowling Green State University or BGSU without the express written permission of Lessor. Lessee may not use the premises for any other purpose without the written consent of Lessor. Lessee shall not use or permit the use of the premises in any manner that results in waste of the premises or constitutes a nuisance or violates any statute, ordinance, rule, or regulation applicable to the premises, or for any illegal purpose. Lessee shall provide supplies, equipment, and personnel necessary to the operation of its business. Lessor assumes no responsibility for supplies, records, or personal property stored on the leased premises by Lessee, its employees, agents, clients, or assigns. Lessee agrees that the hours of operation for its office shall be no more than the hours of operation of Lessor's University Union.

11. RESTRICTION ON SERVICES TO BE PROVIDED

Legal services provided by Lessee herein shall be reasonably related to student welfare, to the advancement or successful completion of student education, or to serve a public purpose within the powers of the college or university. Lessee, its employees and agents shall not represent a student in an action against a state officer or agency arising out of the performance of the duties of the officer, or agency, against a law enforcement officer arising out of the performance of the duties of the officer, against a student of Lessor, or against a member of the board of regents or of the board of trustees, faculty, or staff of Lessor the cause of action arises out of the performance of the duties of the office of the member or in the course of the member's employment by the Lessor. As used in this section, "law enforcement officer" means a sheriff, deputy sheriff, constable, marshal, deputy marshal, municipal police officer, state highway patrol trooper, or state university law enforcement officer appointed under section 3345.04 of the Revised Code.

12. SURRENDER OF PREMISES

Lessee will deliver up and surrender possession of the leased premises to Lessor upon the expiration of this Lease, any renewal or extension hereof, or its termination in any way.

13. QUIET ENJOYMENT

Lessor warrants that it has full right to execute and to perform this lease and to grant the estate demised and that Lessee, upon payment of the required rent and performing the terms conditions, covenants, and agreements contained in this lease, shall peaceably and quietly have, hold and enjoy the leased premises during the full term of this Lease as well as any extension or renewal thereof.

14. TITLE TO BUILDINGS, IMPROVEMENTS, FIXTURES AND EQUIPMENT

All fixtures and equipment in the leased premises, except those items of equipment owned by Lessee, shall remain and continue to be the sole and absolute property of the Lessor and may not be removed by Lessee at any time during the lease or at the expiration of the lease. Lessee, at its own cost and expense, shall repair any damage to the premises, including damage to Lessor's fixtures and equipment, caused by Lessee, its agents, clients, employees, and assigns.

15. ACCESS TO PREMISES BY LESSOR

Lessor shall have access to the leased premises at all reasonable hours during the original term of this Lease and any renewal terms.

16. ASSIGNMENT AND SUBLETTING BY LESSEE

Lessee shall not have the right to assign this Lease or to sublease the whole or any part of the leased premises without the written consent of the Lessor, and provided that Lessee remains liable to Lessor under this lease.

17. ASSIGNMENT BY LESSOR

Lessor shall have the right to transfer, assign, and convey, in whole or in part, any and all right of the Lessor under the Lease.

18. INDEMNITY

Lessee agrees to indemnify and hold Lessor harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorney's fees for the defenses of such claims arising from the conduct or management of the Lessee's business on the leased premises or its use of the leased premises, or from any breach on the part of the Lessee of any of the conditions of this Lease, or from any act of negligence of Lessee, its officers, agents, contractors, employees, subtenants, or invitees in or about the leased premises.

19. DEFAULT AND TERMINATION

The following events shall be deemed a default by Lessee under this Lease:

1. Lessee fails to pay any installment of rent due under this Lease and such failure continues for a period of ten (10) days.
2. Lessee fails to comply with any term, provision, or covenant of this lease other than payment of rent and does not cure the failure within twenty (20) days after written notice of the failure to the Lessee.
3. Lessee makes an assignment for the benefit of creditors.
4. Lessee abandons or vacates any substantial portion of the premises for a period of 30 or more days, cumulative.
5. Statutory authority or case law revoking or modifying the right of Lessee's prepaid legal service plan such that it can no longer operate within the laws of the State of Ohio.

Upon the occurrence of any event of default by Lessee, Lessor shall have the right to terminate this lease in accordance with applicable law. Any and all remedies provided to Lessor for the enforcement of the provisions of this lease are cumulative and not exclusive, and Lessor shall be entitled to pursue either the rights enumerated in this Lease or remedies authorized by law, or both.

20. NON WAIVER

A waiver by Lessor of a breach of this Lease by the Lessee does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

21. RECORDABLE LEASE

Lessee agrees not to record this Lease without express written consent of Lessor.

22. CONSTRUCTION OF LEASE

Words of any gender used in this lease shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the tense requires. Wherever used herein, the words Lessor and Lessee shall be deemed to include the heirs, personal representatives, successors, subleases and assigns of any party, unless context excludes such construction.

23. INVALIDITY OF PROVISIONS

In case any one or more of the provision contained in this lease shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable

provision shall not effect any other provision of this agreement, and the agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in this agreement.

24. SERVICE OF NOTICE

All notices required under this lease must be given by personal delivery, certified mail, or electronic facsimile addressed to the proper party at the following addresses:

Lessor: General Counsel
220 McFall Center
Bowling Green State University
Bowling Green, Ohio 43403

Lessee: Managing Attorney
Student Legal Services Inc.
327 University Union
Bowling Green State University
Bowling Green, Ohio 43403

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address as provided in this section.

25. SURVIVAL OF LEASE COVENANTS

The terms, conditions, and covenants of this Lease shall be binding on, and inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors, or assigns, and shall run with the land.

26. HEADINGS

It is understood and agreed that the headings are intended only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of this Lease, nor in any way effect this Lease.

27. ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties and any agreement hereafter shall be ineffective to change, modify, or discharge it in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

28. CHOICE OF LAW

This agreement shall be construed under the laws of the State of Ohio.

29. NONDISCRIMINATION

Lessee agrees that with regard to services covered by this agreement it will not discriminate on the basis of race, color, creed, sex, religious belief, national origin, age, or disability.

30. STATUS OF EMPLOYEES

Lessee agrees that its personnel are not and shall not be construed as employees or agents of Lessor. Lessor assumes no responsibility for the actions of Lessee's employees, and expressly denies any responsibility for any aspect of services performed by Lessee, its agents, employees, and assigns. Lessee agrees not to represent itself as an agent of Lessor.

31. STATUS OF CLIENTS

Lessee agrees that clients seen at Lessee's office pursuant to this agreement shall be clients of Lessee and not clients of Lessor. Lessor assumes no responsibility for the services provided to clients of Lessee.

SIGNED on the dates indicated, but effective as provided above.

BOWLING GREEN STATE UNIVERSITY

STUDENT LEGAL SERVICES, INC.

By: _____

John A. Laskey, Chair
Board of Trustees

By: _____

Date: _____

Date: _____

The Board Secretary conducted a roll call vote with the following results: Voting "yes"-- Mr. Bibb, Mr. Bryan, Mr. Laskey, Mr. Latta, Mr. Marsh, Mr. Medlin, Ms. Newell, Mr. Stroh. The motion was approved with eight affirmative votes.

Proposed Student Union Feasibility Study

Mr. Bryan reported that the Committee of the Whole discussed a proposal for conducting a feasibility study to either build a new student union or remodel the present one and using one-time general fee escrow funds to cover the cost of the study.

No. 59-96 Mr. Bryan moved and Mr. Bibb seconded that

WHEREAS, a Student Union Task Force was created in fall 1995 to study the feasibility of renovating or constructing a new Student Union at Bowling Green State University; and

WHEREAS, the Student Union Task Force has completed its report and has recommended that a formal needs analysis and feasibility study be conducted;

BE IT RESOLVED, that the Board of Trustees authorize an expenditure of no more than \$75,000, for a Student Union Needs Analysis and Feasibility Study for presentation to the Board of Trustees at a future meeting.

The Board Secretary conducted a roll call vote with the following results: Voting "yes"-- Mr. Bibb, Mr. Bryan, Mr. Laskey, Mr. Latta, Mr. Marsh, Mr. Medlin, Ms. Newell, Mr. Stroh. The motion was approved with eight affirmative votes.

Proposed Revisions to the Student Code of Conduct, Student Assembly Policy and Student Records Policy

No. 60-96 Mr. Bryan moved and Mr. Stroh seconded that approval be given to the proposed revisions to the Student Code of Conduct, Student Assembly Policy, and Student Records Policy, as outlined in the attached. The motion was approved with no negative votes.

Bowling Green State University
Division of Student Affairs

Proposed Code of Conduct Changes for 1996-97

Page 81. 4.A.4

4. PROSCRIBED CONDUCT

Any student found to have committed the following acts of misconduct is subject to the disciplinary sanctions outlined in Section 6-d:

a. Offenses Against the University Community

Current

- (4) Violation of published University policies, rules or regulations, including, but not limited to, Student Housing and Residence Programs policies, Recreational Sports policies, the social event policy, computer policy, library/archives regulations, parking and traffic regulations, smoking policy, telephone policy and other similar policies.

Recommended Change

- (4) Violation of published University policies, rules or regulations, including, but not limited to, **Community Living Standards as published by Student Housing and Residence Programs** policies, Recreational Sports policies, the social event policy, computer policy, library/archives regulations, parking and traffic regulations, smoking policy, telephone policy and other similar policies.

Rationale

Clarifies policy name.

Page 81, 4.C.1

b. Offenses Against Property

Current

- (1) Attempted or actual theft of and/or damage to property of the University or property of a member of the University community or other personal or public property.

Recommended Change

- (1) Attempted or actual theft of and/or damage to property of the University or property of a member of the University community or other personal or public property. **Possession of stolen property or unauthorized possession of University property or property of a University community member.**

Rationale

Holds those possessing stolen property, or unauthorized possession, accountable.

Page 82, 4.D.1

d. Offenses Disrupting Order or Disregarding Health and Safety

Current

- (1) Use, possession or distribution of illegal drugs.

Recommended Change

- (1) Use, possession or distribution of illegal drugs **including the use of drug related paraphernalia.**

Rationale

Statistics show that 98% of drug related paraphernalia pertains to illegal drug use.

Page 82, 4.D.8**Current**

- (8) Entering false fire alarms or bomb threats, tampering with fire extinguishers, alarms, or other safety equipment.

Recommended Change

- (8) Entering false fire alarms or bomb threats, tampering with fire extinguishers, alarms, **smoke detectors**, or other safety equipment.

Rationale

Smoke detectors are critical safety equipment.

Page 82, 4.D.12**Current**

- (12) Violations of federal, state or local law off University premises and not related to University-sponsored or supervised activities which violations adversely affect the University community and/or the pursuit of its objectives. The decision to pursue disciplinary action under this provision is that of the Vice President for Student Affairs.

Recommended Change

- (12) Violations of federal, state or local law off University premises and not related to University-sponsored or supervised activities **IN** which violations adversely affect the University community and/or the pursuit of its objectives. The decision to pursue disciplinary action under this provision is that of the Vice President for Student Affairs.

Page 86, REMOVE SECTION 6.D.K (below)**Current**

Summary Suspension – Ohio law provides that a student shall be dismissed if convicted of certain offenses, and requires that disciplinary procedures be external to the University. Those students may be summarily suspended from the University prior to conviction if a hearing referee determines that the person committed the offense. This suspension procedure is set forth in Ohio Revised Code Sections 3345./22-3345.26, and is explained further in the *Student Affairs Handbook*, p. 100, and students are encouraged to be familiar with it.

- (1) Expulsion – Permanent separation of the student from the University.
- (2) The following sanctions may be imposed upon any organization found to have violated the *Code of Student Conduct*:
- (a) Any of the sanctions listed in Section 6-d (1)(a) through (1)(f) above.
 - (b) Loss of registration as a registered student organization. The Office of Student Life shall notify any national or regional governing body with which the organization is associated or which sponsors social, academic, or sports events when such suspension is imposed.

- (3) More than one of the sanctions listed above may be imposed for any single violation.
- (4) When a Judicial Body determines that a student or organization has violated the *Code of Student Conduct*, the Judicial Body shall recommend to the Associate Dean of Students a sanction to be imposed. The Associate Dean of Students shall review the facts in the case, shall review any prior violations of the Code by the student or organization, and shall determine the appropriate sanction to be imposed. The Associate Dean of Students is not restricted to sanctions recommended by the Judicial Body, and shall advise in writing the student or student organization of the sanction(s) imposed.

Page 88, 6, G, 1

g. Interim Suspension

In certain circumstances, the Vice President for Student Affairs may impose a University or residence unit suspension prior to the hearing before a Judicial Body.

- (1) Interim suspension may be imposed only:
- (a) to ensure the safety and well being of the student and members of the University community or preservation of University property; or
 - (b) if the student poses a definite threat of disruption of or interference with the normal operations of the University.
 - (c) **If a student is charged with the Commission of a trigger offense as defined in the Ohio Revised Code Section 2901.01.**

Rationale

The change indicated above would allow the Vice President for Student Affairs to enact an interim suspension when a student is arrested for and charged with a trigger offense. The Code currently indicates that the vice President hold a hearing within five (5) University working days to determine if the suspension should continue until a hearing can be held by the appropriate judicial body. Finally, the University Discipline Committee can then hear the case regarding the code violation and finalize the case rather than wait for the court to make its determination. This process satisfies the intent of the state statute to deal quickly and fairly with students who potentially pose a threat to themselves and members of the University community.

Page 82, 4.D.10

Current

- (10) Offenses of violence as defined in Division I.1 of Section 2901.01 of the Ohio Revised Code.
(see Section 6-d (1) (k).

Recommended Change

- (10) Offenses of violence as defined in Division I.1 of Section 2901.01 of the Ohio Revised Code.
(see Section 6 G 1).

Rationale

Reflects change on Page 88, 6, G, 1 (above).

Student Assembly Policy

The right to freedom of expression is protected by the First Amendment and is upheld by the Ohio Board of Regents and Bowling Green State University. Bowling Green State University supports the free expression of individual and group views on a variety of topics. Students and student organizations whose activities are governed by the Student code of Conduct, therefore, may express their opinions both publicly and privately. They are free to support causes in either a planned or spontaneous manner, provided they do not disrupt the regular and essential operation of the University. Students abuse this right when they damage property or interfere with the rights of others.

The University recognizes the importance of, and the rights to freedom of speech, including the right to assemble, to march, and other rights related to the expression of thoughts and ideas. Related to the role of creating and maintaining a conducive atmosphere for the free expression of views, the University recognizes the importance of organizing events so that they can be carried out in a positive and safe way. It is for this reason that the following guidelines have been established. These guidelines exist to ensure that the free exchange of ideas within the University community can take place in a productive and non-threatening manner.

Procedures Related to the Organization of Individual and Group Events

1. Prior to sponsoring a rally, demonstration, march or other group event, the organization representative must complete a registration form from the Office of Student Activities. Through registration, the University will attempt to provide adequate facilities and security. Organizers of any meeting, rally, procession or demonstration are responsible for ensuring that the activity does not disrupt University functions.

The purpose of registering an event is to provide information pertaining to time and location of the event; purpose of the event sponsor of the event, as well as type of activities to be included at the event.

2. A staff member from the Office of Student Activities will review the request. It is at this meeting that such issues as dates, times and location will be discussed. Additionally, concerns related to amplified sound, the potential for disruption of the mission of the University, as well as safety and security issues will be addressed. A disturbance is activity or conduct that substantially interferes with or disrupts the lawful activity of others; that is accompanied by a clear and present danger of personal injury or property damage; or which violates any regulations enumerated in this Code.
3. Sponsoring organizations will be asked to be responsible for the following items:
 - a. That the event not block entries, exits, walkways, roadways or otherwise hinder the free flow of traffic (both pedestrian and roadway traffic).
 - b. That the event not disrupt the educational mission of the University. This means that all precautions need to be taken related to amplified sound, locations and times of the event related to academic classrooms on campus, and other such activities that might otherwise disrupt the campus environment.
 - c. That all Student Affairs Handbook policies related to sponsoring events on-campus are upheld.

Organizations registering demonstrations may request special police attention by advising the Department of Public Safety of such activities in advance; however absolute integrity of person and property cannot be guaranteed, particularly in a crowd situation.

H. Policy on Assemblies

1. Students and organizations may express their opinions both publicly and privately. They are free to support causes in either a planned or spontaneous manner, provided they do not disrupt the regular and

essential operation of the University. Students abuse this right when they damage property and interfere with the rights of others.

2. The University Space Assignments Office registers planned activities and designates indoor and outdoor locations where such assemblies can be held. Through registration, the University will attempt to provide adequate facilities and security. Organizers of any meeting, rally, procession or demonstration are responsible for ensuring that the activity does not disrupt University functions.
3. A disturbance is activity or conduct that substantially interferes with or disrupts the lawful activity of others; that is accompanied by a clear and present danger of personal injury or property damage; or which violates any regulations enumerated in this Code.
4. Organizations registering demonstrations may request special police attention by advising the Department of Public Safety of such activities in advance, however absolute integrity of person and property cannot be guaranteed, particularly in a crowd situation.

STUDENT RECORDS POLICY

A. General Guidelines and Notification

Policies and procedures concerning student records that are set forth in the Family Educational Rights and Privacy Act (FERPA) are based on respect for the privacy of the individual. FERPA rights belong to the student, regardless of age, and to parents of dependent students. Students will be notified of their FERPA rights annually by publication in the Student Affairs Handbook.

To minimize the risk of improper disclosure, academic records are maintained separately from disciplinary records. Transcripts of academic records include only information about a student's academic status, except in cases where a student was expelled for disciplinary reasons.

Information from disciplinary and counseling files are not made available to unauthorized persons on campus or to any person off campus without the consent of the student involved, except under legal compulsion or where the safety of other persons may be involved.

Bowling Green State University maintains students' records in various academic and administrative offices on campus. The senior administrative officer in each office is responsible for the student records under his or her control and for the release of information in those records.

B. Definitions

1. A "student" is a person who is enrolled at the University, including faculty and staff, who have obtained matriculation status. Any person who has been admitted to the University is protected under FERPA, including students who are no longer enrolled at the University. Applicants who are denied admission are not students and, therefore, not protected under FERPA.
2. The term "University" means Bowling Green State University.
3. The term "educational records" includes any record (in handwriting, print, tape, film, computer disk, or other medium) maintained by Bowling Green State University which is directly related to a student, except for the following:
 - a. A personal record kept by an employee of Bowling Green State University, such as notes by a faculty member or university official, if it is kept in the sole possession of the maker of the record and is not accessible or revealed to another person except a temporary substitute for the maker of the record.
 - b. Records created and maintained by the University's Law Enforcement Unit for law enforcement purposes.

- c. An employment record of an individual whose employment is not contingent on the fact that he or she is a student, provided the record is used only in relation to the individual's employment.
- d. Records made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional if the records are used only for treatment of a student and made available only to those persons providing the treatment.
- e. Alumni records which contain information about a student after he or she is no longer in attendance at the University and which do not relate to the person as a student.

4. A school official is:

- a. A person employed by the University in an administrative, supervisory, academic, research, or staff position.
- b. A person appointed to the Board of Trustees.
- c. A person employed, appointed, or assigned by the University or under contract to the University to perform a special task, such as a student.

5. A school official has a legitimate educational interest if the official is:

- a. Performing a task that is specified in his or her position description or by a contract agreement.
- b. Performing a task related to a student's education.
- c. Performing a task related to the discipline of a student.
- d. Providing a service or benefit relating to the student or student's family, such as health care, counseling, job placement, or financial aid.

C. Inspection and Review of Records

Students who are attending or have attended Bowling Green State University have the right to inspect and review official records, files, and data directly related to themselves, including material incorporated into their educational records in accordance with the University Policy on Student Records. Students shall not have access to certain educational records as stipulated in Section D. Students have access to their educational records under the conditions provided below:

- 1. A student may request, in writing, the opportunity to inspect and review his or her educational records.
 - a. The request should be made to the senior administrator of the department in which the records are on file or to his or her designee(s).
 - b. A request must identify as precisely as possible the record or records to be inspected and reviewed.
- 2. The senior administrator or his or her designee shall notify the students as promptly as possible of the time and place where the records may be inspected. Access must be given in 45 days or less from the receipt of the request.
- 3. Records will be inspected and reviewed by the student in the presence of the senior administrator of the department in which the records are on file or in the presence of the senior administrator's designees, provided that such requirement does not operate to effectively prevent the exercise of rights by the student under this section.
 - a. Records may not be changed or deleted during the process of inspection and review.
 - b. When a record contains information about more than one student, the student making the request shall inspect and review only the records which relate to him or her.
 - c. The University will respond to all reasonable requests for explanations and interpretations of records or information. Upon written request, the student shall be provided with a copy of his or her educational records. The cost of copying records will be 10 cents per page.

- d. The student shall be advised of his or her right to request that the educational records be amended.

D. Records not subject to inspection and review

The following records are not subject to inspection and review.

1. Financial records of the parents of the student or any information contained therein.
2. Confidential letters and statements of recommendation in the area of admissions, job placement, and receipt of honors and awards, which were placed in the educational records prior to January 1, 1975, provided that the letters and statements (1) are used only for the purposes which they were specifically intended; (2) were solicited with a written assurance of confidentiality, or sent and retained with a documented understanding of confidentiality; and (3) the student waived the right to inspect and review those letters and statements (see Section G).
3. Confidential letters or statements of recommendation, which were placed in the educational records after January 1, 1975, and for which the student has signed a waiver of access (see Section G):
 - a. With respect to admission to an educational institution, or
 - b. With respect to any application for employment, or
 - c. With respect to the receipt of an honor or honorary recognition.
4. Records of instructional, supervisory, and administrative personnel and educational personnel ancillary thereto which are in the sole possession of the maker thereof and which are not accessible or revealed to any other person except a substitute (e.g., grade books, notes of observation, and notes for recollection purposes).
5. Records and documents maintained by the Department of Public Safety provided:
 - a. Educational records are not disclosed to personnel of the Department of Public Safety.
 - b. The records and documents of the Department of Public Safety are kept apart from the educational record;
 - c. The records are maintained solely for law enforcement purposes; and
 - d. The records are not made available to persons other than law enforcement officials of the same jurisdiction.
6. Records of a person who is employed by the institution in a position not limited to student employees when such records are made and maintained in the normal course of business, relate exclusively to such persons and in that person's capacity as an employee, and are not available for use for any other purpose.
7. Records created or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity, or assisting in that capacity, and which are created, maintained or used only in connection with the provision of treatment; provided, that such records can be personally reviewed by a physician or other appropriate professional of the student's choice. Under Ohio law, patients may have copies of their medical records if they submit a written and signed request to do so and it would not be harmful to the physical, mental, or emotional health of the patient.
8. Records which contain only that information which relates to a person after that person is no longer a student.
9. Records connected with an application to attend Bowling Green State University if that application was denied.
10. Those records which are excluded from the FERPA definition of education records.

E. Right of University to Refuse Access

1. The University reserves the right to deny a student a copy of his or her educational records in the following situations:
 - a. The student has an unpaid financial obligation to Bowling Green State University, except as otherwise allowed by law.
 - b. There is an unresolved disciplinary action against the student.

F. Disclosure of personally identifiable information from educational records

1. Information disclosed with student's consent

Except as provided in Section F.2, a student's educational records or personally identifiable information contained therein shall be disclosed only under the following guidelines:

- a. Consent shall be given by the student in writing and be signed and dated by the student.
 - b. The written consent shall include:
 - 1) the specific records to be disclosed;
 - 2) the reason(s) for such disclosure, and
 - 3) the party or class of parties to whom such records will be disclosed.
 - c. A copy of the records to be disclosed will be provided to the student upon request.
 - d. Information disclosed shall include a written statement that the party to whom the information is disclosed shall not permit another party to have access to such information without the consent of the student, except that the personally identifiable information which is disclosed to an institution, agency, or organization may be used by its officer, employees, and agents, but only for the purpose for which the disclosure was made.
2. Educational records or personally identifiable information may be disclosed without the student's written consent but only under the following circumstances:
- a. Records designated by the University as directory information. The University designate the following items as directory information:

student's name, local address and telephone listing, home address and telephone listing, and E-mal address; parent's or legal guardian's name, address and telephone listing; date and place of birth; major field of study; class standing; participation in officially recognized activities and sports; weight and height of members of athletic teams; dates of attendance; degrees and awards received; and the most recent previous educational institution attended by the student.

A student may inform the institution that any or all of the categories of information should not be designated as directory information with respect to that student, but must do so in writing within a week of the first day of classes for each term. Disclosure of directory information from the educational records of an individual who is no longer in attendance may be made without following procedures outlined in this section.

- b. To school officials, including teachers within the educational institution, who have a legitimate education interest in the records (see Section B.4 and b.5).
- c. To authorized representatives of the Comptroller General of the United States, the U.S. Department of Education, the Director of the National Institute of Education, or state and local educational authorities which may be necessary in connection with the audit and evaluation of state or federally supported educational programs or in connection with the enforcement of, or compliance with, the state or federal legal requirements related to these programs.

- d. In connection with a student's request for or receipt of financial aid as necessary to determine the eligibility, amount, or conditions of the financial aid, or to enforce the terms and conditions of the aid.
- e. To state and local officials or authorities to whom such information is specifically required to be reported or disclosed pursuant to the Ohio Revised Code adopted prior to November 19, 1974.
- f. To organizations conducting studies for, or on behalf of, educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student programs and improving instruction, provided that such studies are conducted in such a manner as will not permit the personal identification of students and their parents by persons other than representatives of such organizations and provided that such information will be destroyed when no longer needed.
- g. To accrediting organizations in order to carry out their accrediting functions.
- h. To appropriate parties in a health or safety emergency if the knowledge of such information is necessary to protect the health and safety of the student or other persons. Factors to be considered include:
 - 1) the seriousness of the threat to the health or safety of the student or other persons;
 - 2) the need for the information to meet the emergency;
 - 3) whether the parties to whom the information is disclosed are in a position to deal with the emergency; and
 - 4) the extent to which time is of the essence in dealing with the emergency.
- i. To comply with a judicial order or a lawfully issued subpoena, upon condition that a reasonable effort is made to notify the student of all such orders or subpoenas in advance of the compliance therewith.
- j. To parents of an eligible student who claim the student as a dependent for income tax purposes, as defined in section 152 of the Internal Revenue Code of 1954, except as otherwise provided.
- k. To parents of an eligible student who claim the student as a dependent for income tax purposes, as defined in section 152 of the Internal Revenue Code of 1954.
- l. The disclosure to an alleged victim of violence of the results of any disciplinary proceedings conducted by the University against an alleged perpetrator of a crime of violence.

3. Record of Requests for Disclosure.

Each division and/or department shall maintain a record, kept with the educational records of each student which will indicate all parties, except those excluded herein, which have requested or obtained access to a student's educational records maintained by the division and/or department. Such records will indicate specifically the legitimate interest that each party has in obtaining this information. Such records may be inspected by the student, by his or her parents, by the institutional official responsible for the custody of such records or his or her designee, and by other persons authorized by Section F.2b. for the purpose of auditing the record-keeping procedure. This section does not apply:

- a. To requests by or disclosure to a student;
 - b. To requests by or disclosure to school officials under Section F.2b.;
 - c. To requests for or disclosure of directory information; and
 - d. If there is written consent of the student.
4. The University retains the right to review all requests for the release of information and to deny the release of such information to persons other than the student except when required to do so by law, a judicial order or a subpoena.

G. Waiver of the right to access to certain educational records

- 1. A student or a person applying for admission may, in writing, waive his or her right to access to confidential letters or statements of recommendation described in Section G.2., except that such waiver shall apply to recommendations only if:

- a. The applicant or student is, upon request, notified of the names of all persons making confidential recommendations;
 - b. Such recommendations are used solely for the purpose for which they were specifically intended. Such waivers may not be required as a condition for admission to, or receipt of any services or benefits from Bowling Green State University.
 2. The student may, under Section G.1., waive his or her right of access to confidential recommendations:
 - a. Respecting admission to any educational agency or institution;
 - b. Respecting an application for employment; and
 - c. Respecting the receipt for an honor or honorary recognition.
 3. A waiver under this section may be revoked in writing with respect to any actions occurring after the revocation.
- H. Types and location of educational records and University officials responsible for records.
1. Undergraduate Information and Records – Director of Admissions (Room 110, McFall).
 Application for admission, school transcripts, college transcripts, ACT scores, letters of recommendation, correspondence and Bowling Green State University student profiles.
 2. Graduate Information and Records – Vice Provost and Dean of the Graduate College (Room 120, McFall)
 Copy of application for admission form; Academic grade card; award of employment for assistantship or fellowship; scores on standardized tests; tentative degree program form; degree progress form; notification of placement on academic probation or removal therefrom.
 3. Financial Records – Bursar (Room 110, Administration Building).
 Financial records of the students.
 4. Academic Records for all Students – Registrar, Office of the Registrar (110 Administration Building).
 Information relating to progress toward a degree, transcripts, standardized test scores, and registration records.
 5. Disciplinary Records – Dean of Students, Office of Student Life (405 Saddlemire Student Services Building).
 6. Health Records – Director of University Health Services (Health Center Building).
 7. Placement Records – Director, Career Services (360 Saddlemire Student Services Building).
 Letters of reference, transcript, evaluations, certifications, and autobiographical sketch.
 8. Financial Aid – Director of Financial Aid & Student Employment (231 Administration Building).
 Application for and receipt of financial aid and student employment.
 9. International Student Programs – Director, International Programs (Room 1106, Offenhauer West).
 Application for and admission to University of international students.

10. Discrimination and Harassment Complaints – Director, Affirmative Action & Disability Services (Room 705, Administration Building).

Racial and sexual discrimination and harassment complaints, and learning documents.

Other types and locations of education records:

11. College and Department Offices – College Deans, Department Chair, Academic Advisors, and Instructor (may possess all or part of the records noted below).

Application for admission, applications for graduate assistantships, letters of recommendation, transcript, personal information sheets, grades, degree plans, forms for course withdrawal, drop-add forms, change of grades, college transfer, ACT profile, academic appeal forms, senior check list, information related to any incident of academic dishonesty, results of proficiency tests, correspondence, advisor records, degree programs progress forms, evaluations, graduate assistant contracts, graduate comprehensive examination, scores on standardized tests, scholarship application letters, and student employee records.

12. Counseling Services – Director, Counseling Center (320 Saddlemire Student Services Building).

Study/test taking concerns; stress/anxiety reduction; relationship concerns; depression; family concerns; eating disorders; sexual concerns; and other related concerns.

13. Residential Services – Assistant Vice President for Student Affairs (425 Saddlemire Student Services Building).

Application for resident assistantships; evaluation of resident advisors and graduate assistantships; off-campus housing information; roommate choice requests; and application for and receipt of University housing.

F. Students' Rights to Challenge and Amend Records.

Students have the right to challenge records and information directly relating to them and to ask to have such information corrected or deleted from his or her record. The challenge is limited to information that the student believes is inaccurate, misleading, or in violation of the student's right to privacy or other rights. This section does not include procedures for students challenging individual grades. Grade appeal procedures are contained in the Student Complaint Procedures section of the *Student Affairs Handbook*. The procedures set forth below shall be followed for an appropriate challenge:

1. Any student wishing to challenge records or information directly relating to him or her must notify the individual responsible for maintaining the records. The notice must be in writing and identify the item to be corrected and specify why he or she believes that the record is inaccurate, misleading, or in violation of his or her privacy or other rights. The written request must be filed in duplicate with the custodian of the challenged records.
2. The University may comply with the request to amend the record or it may decide not to comply. If the University decides not to comply, it will notify the student of the decision and advise the student of his or her right to a hearing to challenge the information that the student believes is inaccurate, misleading, or in violation of the student's privacy or other rights.
3. If the student is not satisfied with the university's decision, the student may request a hearing. Such a hearing will be conducted under the following procedures:
 - a. A hearing will be conducted within fifteen (15) University working days following a written request for the hearing.
 - b. The University will notify all interested parties in advance, of the date, place, and time of the hearing.

- c. The hearing will be conducted by an institutional officer or other party who does not have a direct interest in the outcome of the hearing. The hearing officer shall be appointed by the Vice President for Student Affairs or his or her designee.
- d. The student or the parent of a dependent student shall have a full and fair opportunity to present evidence relevant to the issues raised in the original request to amend the student's education records. The student or parent may be assisted by one or more individuals, including an attorney. The cost of the attorney will be at the student's or parent's expense. The hearing will provide the student with an opportunity to have any inaccurate, misleading, or otherwise inappropriate data contained in the records corrected or deleted.
- e. A written decision based solely on the evidence presented at the hearing must be delivered in writing to all interested parties within seven (7) University working days after the conclusion of the hearing. The decision will include a summary of the evidence presented and the reasons of the decision.
- f. If the University decides that the challenged information is not inaccurate, misleading, or in violation of the student's right of privacy or other rights, it will notify the student that he or she has the right to place in the record a statement commenting on the challenged information and/or statement setting forth reasons for disagreeing with the decision. The statement will be maintained a part of the student's educational records as long as the contested portion is maintained. If the University disclosed the contested portion of the record, it must also disclose the statement.
- g. If the University decides that the information is inaccurate, misleading, or in violation of the student's right to privacy, it will amend the record and notify the student, in writing, that the record has been amended.

G. Destruction of Records

The University constantly reviews the "educational records" it maintains and periodically destroys certain portions of these records. The University will not destroy records if prohibited by state or federal law or if there is an outstanding request to inspect and review the records.

The student's basic scholastic record is kept and maintained permanently in the Office of Registration and Records. Disciplinary records are maintained for seven (7) years in the Office of Student Life.

H. Filing a Complaint

If a student believes that Bowling Green State University has not complied with the requirements of FERPA, the student may file a complaint with the U.S. Department of Education at:

Family Compliance Office
U.S. Department of Education
Washington, D.C. 20202-4605

Administrative Staff Personnel Changes Since May 24, 1996, Meeting and Faculty Personnel Changes Since October 20, 1995, Meeting

- No. 61-96 Mr. Bryan moved and Mr. Marsh seconded that the Board of Trustees has reviewed and ratified the Administrative Staff Personnel Changes since the May 24, 1996, meeting and the Faculty Personnel Changes since the October 20, 1995 meeting. The motion was approved with no negative votes.

PERSONNEL CHANGES
ADMINISTRATIVE STAFF

May 24, 1996 through June 28, 1996

ACADEMIC AFFAIRS

Reappointments Full-time

Linda Treeger	Curator, Mid-American Drosophila Stock Center, Biological Sciences (formerly Classified)	5-1-96/7-12-96 (externally funded)	\$31,537 fyr
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Reappointments Part-time

Christine Drennen	Assistant to Director, Canadian Studies Center	7-1-96/6-30-97 (externally funded)	\$24,000 fyr
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Resignations

William DenBesten	Software Technician, Computer Science	6-30-96	Personal reasons
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Changes in Assignment, Title and/or Salary

Julie Baker, Media Specialist, Instructional Media, \$750 stipend, one-time only, effective 5-13-96 to 6-30-96, for added responsibilities assumed when supervisor resigned.

Joyce Blinn, employed extra days beyond academic year 1995-96 contract on 6/3, 4, 5, 20/96 and 7/2, 8, 10/96; \$25,051 ayr.

Mitchell Miller, Part-time Recording Technician, College of Musical Arts, contract extended 5-24-96/8-20-96; \$3,352 for tape archive materials update and other recording services.

David Steen, Audio Visual Technical Support, Instructional Media Services, \$250 stipend, one-time only, effective 5-13-96 to 6-30-96, for added responsibilities assumed when Media Specialist resigned.

OPERATIONS

New Appointments Full-time

Thomas Stewart	Manager, Training and Development, Human Resources	6-10-96/6-30-97	\$38,000 fyr
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Changes in Assignment, Title and/or Salary

Lawurence Holland from Interim Assistant director, Physical Plant, \$44,000 fyr, effective 5-13-96.

PRESIDENT'S AREA

New Appointments Full-time

Timothy Walton	Assistant Football Coach, Intercollegiate Athletics	5-6-96/6-30-97	\$27,000 fyr
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Resignations

Kelli Gossens	Assistant Sports Information Director, Intercollegiate Athletics	6-14-96	Marriage
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Mitzi Sanders	Assistant Women's Volleyball Coach, Intercollegiate Athletics	5-31-96	Moving; pursue other career Opportunities
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Francis Voll	Associate Athletic Director for Athletic Development, Intercollegiate Athletics	5-17-96	Another position
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Changes in Assignment, Title and/or Salary

Paul Ferraro, Assistant Football Coach, Intercollegiate Athletics, from \$48,873 fyr to \$51,000 fyr, effective 4-8-96 until further notice; salary increase due to assumption of additional duties due to Scott Seeliger's title/job change.
 Scott Seeliger, Interim Administrative Assistant for Football (unrestricted), Intercollegiate Athletics from \$51,146 fyr to \$60,000 fyr, retroactive to 4-8-96.

STUDENT AFFAIRS

Resignations

Sheila A. Davis	Residence Hall Director, Student Housing And Residence Programs	5-17-96	Pursue other job opportunities
Veronica Rae Ann Smith	Residence Hall Director, Student Housing and Residence Programs	5-17-96	Pursue other job opportunities

Changes in Assignment, Title and/or Salary

Carolyn Agler, Medical Assistant, Student Health Services, employed extra hours on 5/20, 21/96 (12 hours); \$146.88.
 Zhanna Brant, Staff Physician, Student Health Services, employed extra hours on 5-1-96 (3 hours); \$151.98.
 Molly Crowe, Medical Transcriptionist, Student Health Services, employed extra hours on 5/20, 22, 29/96 (12 hours); \$133.68.
 Kathryn Ellis, Part-time Pharmacist, Student Health Services, employed extra hours on 5/6, 8, 20, 21, 22, 29/96 (20 hours); \$430.60.
 Barbara Hoffman, Nurse Clinician, Student Health Services, employed extra hours on 5/20-24/96; 5/28-31/96 (71 hours); \$1,586.85.
 LuAnn Hogrefe, Part-time Nurse Clinician, Student Health Services, employed extra hours on 5/3, 18/96 (16 hours); \$316.32.
 James Kettinger, Staff Physician, Student Health Services, employed extra hours on 5/20, 21/96 (8 hours); \$360.40.
 Jose Ortega, Medical Assistant, Student Health Services, employed extra hours on 5-1-96 (3 hours); \$31.35.
 Susan Perkins, Nurse Clinician, Student Health Services, employed extra hours on 6/3, 4/96 (16 hours); \$339.20.
 Janet Spieker, Part-time Pharmacist, Student Health Services, employed extra hours on 5/8, 23/96 (16 hours); \$374.72.

UNIVERSITY RELATIONS

Resignations

Joyce Chapple	Part-time Special Assistant to the General Manager, WBGU-TV	5-31-96 (externally funded)	Position too demanding
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Layoffs

Peg A. Bucksy	Office Manager, Northwest Ohio Educational Technology	8-14-96 (externally funded)	Financial exigency within department
Tracy A. Loescher	Media Booking Manager, Northwest Ohio Educational Technology	6-30-96 (externally funded)	Financial exigency within department

ACADEMIC AFFAIRS -- FACULTY
Personnel Changes
Cumulative since October, 1995

Main Campus

Leave of Absence

Linda Rich	Libraries & Learning Resources	100% 11/29/95-1/14/96 50% 1/15-2/25/96
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Retirements

Thomas Attig Susan Barber	Philosophy School of Health, Physical Education, and Recreation	January, 1996 June, 1996
Thomas Bennett James Bissland Richard Burke David Cayton Charles Chittle Ronald Coleman John Kunstmann Peggy Hurst Radha Laha Park Leathers	Educational Foundations & Inquiry Journalism Educational Foundations & Inquiry School of Art Economics School of Art Geography Chemistry Mathematics and Statistics Accounting and Management Information Systems	July, 1996 June, 1996 July, 1996 July, 1996 January, 1996 July, 1996 July, 1996 January, 1996 July, 1996
Loy Littlefield Nora Liu	Philosophy School of Health, Physical Education, and Recreation	October 1, 1995 July, 1996
Michael Locey Joseph Mancuso Marjorie Miller Paul Mueller Robert Oana Thomas O'Brien Paul Olscamp Jacquelin Osborne Patricia L. Reed Robert Reed Blaine Ritts	Romance Languages Geology Family & Consumer Sciences Finance Educational Curriculum & Instruction Mathematics and Statistics Social Philosophy and Policy Center Educational Curriculum & Instruction Educational Curriculum & Instruction Educational Foundations & Inquiry Accounting and Management Information Systems	July, 1996 July, 1996 June, 1996 June, 1996 July, 1996 July, 1996 July, 1996 July, 1996 July, 1996 January, 1996 July, 1996
Harry L. Tyson, Jr.	School of Health, Physical Education, And Recreation	July, 1996
Richard Ward Richard Weaver James R. Wilcox Sheila Wineman-Krieger Bonadine R. Woods Robert Yonker Beverly Zanger	Management Interpersonal Communication Interpersonal Communication Educational Curriculum & Instruction Family & Consumer Sciences Educational Foundations & Inquiry School of Health, Physical Education, And Recreation	January, 1996 July, 1996 June, 1996 January, 1996 July, 1996 January, 1996 July, 1996 June, 1996

Resignations

Claire Babanoury Roger Bennett Linda Cahill Mary Kay Copeland	Romance Languages Educational Administration & Supervision English Accounting and Management Information Systems	5/22/96 6/14/96 5/22/96
Patricia Cunningham Gregory DeNardo Reyes Fidalgo Karen Gould	Family & Consumer Sciences Music Education Romance Languages Romance Languages	6/1/96 1/2/96 5/22/96 8/2/96

Ronando Holland	Political Science	8/10/1996
Dianne Kesslinger	School of Health, Physical Education, And Recreation	8/22/96
Milagros Pena	Ethnic Studies/Sociology	12/23/95
Harold Riemer	School of Health, Physical Education, And Recreation	5/31/96
Ann Marie Ryan	Psychology	5/22/96
David Schmitz	Philosophy	12/31/95
Charles Watts	Management	5/22/96

New Appointments – Faculty – 1995-96

Stefanie Dennis	Assistant Professor/Reference Librarian Library & Learning Resources	\$27,000 fyr Spring, 1996
John R. Farver	Assistant Professor, Geology	\$40,000 ayr 1/15-5/10/96
John Forsyth	Assistant Professor/Bibliographer, Libraries & Learning Resources	\$31,000 fyr 10/21/1996

Changes in Assignment, Rank and Salary

- William Allison, from Instructor of History, \$25,700; to Assistant Professor, \$31,700, additional duties of CIES grant, 1996-96 academic year.
- Francisco Alvarez, from terminal to temporary, effective 4/29/96.
- Mark Asman, Accounting and Management Information Systems, added \$3,250 stipend as the Ernst & Young Professor, effective 1/15/96.
- Daniel Braggs, Management, reduced salary \$2,000, resigned as chair effective spring, 1996.
- Carlo Celli, Assistant Professor, Romance Languages, from terminal to temporary, 1995-96 academic year.
- Kenneth Crocker, Professor of Marketing, appointed Director of Hospitality management, with a \$9,000 stipend, 1995-96 academic year.
- Lynn A. Darby, Assistant Professor in the School of Health, Physical Education, and Recreation: clarification of salary book entry. \$41,130 academic year rate, 1995-96 academic year.
- Frances A. Dumas-Hines, Family & Consumer Sciences, from Instructor, terminal, \$35,700 academic year, to \$36,500 Assistant Professor, academic year rate, completion of Ph.D., 12/16/95.
- Allan Emery, English from academic year to fiscal year with a stipend of \$8,293 for extended time as Interim Director of Honors effective January 1, 1996.
- Kathleen Farber, Educational Foundations & Inquiry, added a joint appointment in Women's Studies Program, Arts and Sciences, 1995-96 academic year.
- Kristie Foell, Assistant Professor, German, Russian & East Asian Languages, from \$32,000 to \$34,000, equity adjustment, effective 8/23/95.
- Thomas F. Gustafson, School of Health, Physical Education, and Recreation, from Instructor, terminal, \$31,200 academic year to \$32,000 academic year rate, Assistant Professor, to probationary in the first year of a seven-year period, completion of Ph.D. 4/16/96.
- Chan Hahn, Management, added \$2,000 stipend as Interim Chair, effective spring, 1996.
- Scott Martin, Assistant Professor, History from \$35,042 to \$38,042 academic year, market adjustment, effective 4/22/96.
- Nancy Merritt, College of Business Administration, added \$2,500 stipend as Associate Dean for Undergraduate Studies, effective 6/5/95.
- Vivian Patraha, Professor of English appointed Director of the Institute for the Study of Culture and Society, added \$10,000 fiscal year stipend effective June, 1996.
- Theron Quist, Sociology, from Instructor, temporary, \$33,999 academic year to \$34,799 academic year rate, Assistant Professor, probationary in the second year of a seven-year period, completion of Ph.D. 3/12/96.
- Terry Rentner, Journalism, from Lecturer, temporary, to Assistant Professor, probationary in the first year of a seven-year period, completion of Ph.D. Spring, 1996.
- Larry Small, from Director of Honors, Associate Professor of Communication Disorders, fiscal year to Associate Professor of Communication Disorders, Faculty Improvement Leave, spring; and to academic year, effective July 1, 1996.

Lisa Wilder, Assistant Professor, from \$44,611 academic year, \$46,611 academic year rate, completion of Ph.D. 10/12/95.

Samuel P. Winch, Journalism, from Instructor, terminal, \$34,511 academic year to \$35,311 academic year rate, Assistant Professor, probationary in the third year of a seven-year period, completion of Ph.D. 2/19/96.

Bohsiu Wu, Assistant Professor of Sociology, from temporary to terminal.

Firelands College

Resignations

Dennis Edgell	Natural and Social Sciences	5/22/96
Michelle M. Foss	Humanities	2/23/96
Sharon Gustin	Natural and Social Sciences	5/22/96

Change in Assignment, Rank and Salary

L. Tatiana Wanshula from Instructor, Natural and Social Sciences, \$28,672 to Assistant Professor in the second year of a seven-year period, \$29,672 fiscal year rate effective 2/5/96.

Proposal for Master of Public Health Degree

No. 62-96 Mr. Bryan moved and Mr. Marsh seconded that approval be given to the proposed Master of Public Health Degree, as outlined in the attached. The motion was approved with no negative votes.

Proposal for a Master of Public Health
To be offered jointly by Bowling Green State University,
The Medical College of Ohio, and the University of Toledo
Through the Northwest Ohio Consortium for Public Health

Executive Summary

- The program will help address the desperate need for MPH programs nationally and in the region.
- The curriculum involves a set of core courses, specializations or tracks in three areas – (1) public health administration, (2) public health education, and (3) environmental and occupational health – electives, and a field experience/internship.
- It is truly a joint program that will raise the cooperative ventures among the three institutions to a new plateau. The degree program, transcripts, and diplomas will carry the names of all three institutions. The program will be initiated at the same time the three institutions move to a common calendar. Students will be required to take courses at all three institutions. Program oversight will be the joint responsibility of the three institutions.
- By combining the resources of the three institutions we are able to offer a program that none of the institutions could offer on its own.
- The program will offer opportunities for exciting new interdisciplinary teaching and research activities by faculty at BGSU. Already interest has been expressed by faculty from the colleges of Arts and Sciences, Business Administration, and education and Allied Professions, in addition to Health and Human Services, to have students from the program in their courses and to work on research projects with these students.
- The program will be highly cost effective. It will primarily attract part-time, fee paying students, and many of the courses the students will take are already offered as part of other degree programs. Additional costs to BGSU are limited to one faculty position (already authorized) in the College of Health and Human Services, modest secretarial and operating support that will be provided by that college, and two graduate assistantships that will be provided by the Graduate College.

Annual Review of Administrative Staff and Classified Staff Handbooks - 1996-97

- No. 63-96 Mr. Bryan moved and Mr. Medlin seconded that approval be given to the proposed revisions of the Administrative and Classified Staff Handbooks for 1996-97. The motion was approved with no negative votes.

1996-1997 SUBSTANTIVE CHANGES TO THE CLASSIFIED STAFF HANDBOOK

The Welcome From the President page will be changed to reflect the signature of Dr. Ribeau.

- Page 1: Human Resources. This section has been modified to reflect the change of the department's name from Personnel Services to Human Resources.
- Page 3: Classified Staff Council. The membership of the Classified Staff Council will be updated after the naming of officers for the forthcoming fiscal year.
- Page 20: Leave of Absence. This section has been modified to identify the employee's responsibility for health insurance premium payments while on leave of absence.
- Page 23: Promotion. The pay increases as a result of promotion have been corrected to reflect the current classified staff pay plan.
- Page 27: Severe Weather Policy and Procedure. This section has been modified to reflect the impact of police declared level 3 road emergencies, the establishment of a University answering service regarding severe weather emergencies, and to clarify compensation policy.
- Page 33: Wage and Classification System. The individual starting and end of probation wage rates have been upgraded as a result of the pay increase announced for Fiscal Year 1996-1997. In addition the conversion paragraphs have been deleted as they are no longer applicable.
- Page 35: Pay Day and Pay Periods. The pay schedule has been updated to reflect the 1996-1997 fiscal year.
- Page 37: Classification Title and Pay Grade Table. Additions or deletions to this listing will be made at the time of printing.
- Page 41: Continuing Education Courses. This section is deleted as it is no longer applicable.
- Page 46: Personal Leave. Employees may now use personal leave in minimum units of one hour and may also use it in conjunction with vacation.
- Page 49: Vacation Leave. The modifications to vacation accrual rates approved by the Board of Trustees for the full- and part-time classified staff have been included in this section.
- Page 50

1996-1997 SUBSTANTIVE CHANGES TO THE ADMINISTRATIVE STAFF HANDBOOK

- Page 40: Personal Leave Policy. Administrative staff members may now use personal leave in minimum units of one hour and may also use it in conjunction with vacation.
- Page 65: Severe Weather Policy and Procedure. This section has been modified to reflect the impact of police declared level 3 road emergencies, the establishment of a University answering service regarding severe weather emergencies, and to clarify compensation policy.
- Page 70: Sick Leave Policy. The President and vice presidents are no longer responsible for implementing sick leave policy and maintaining sick leave records. This responsibility lies with Human Resources. As a result this paragraph is now being deleted.
- Page 74: Vacation Policy. Language has been added to clarify maximum vacation accruals for nine and ten month full-time administrative staff.

OTHER ITEMS

Proposed Board of Trustees Schedule of Meetings for 1996-97

No. 64-96 Mr. Medlin moved and Mr. Stroh seconded that approval be given to the following Proposed Board of Trustees Schedule of Meetings for 1996-97. In addition, it is the intention of the Board of Trustees to move, over the next several years, to an arrangement under which each Board member will serve as chair during his/her eighth year of service and thus be available in the subsequent year to facilitate the transition of and provide assistance, as needed, to the next chair. The motion was approved with no negative votes.

Board of Trustees
Proposed Schedule of Meetings - Fiscal 1996-97

Note: Each meeting will be subject to cancellation if necessary.

1996

SEPTEMBER 13	FRIDAY
OCTOBER 11	FRIDAY
DECEMBER 6	FRIDAY

1997

JANUARY 24	FRIDAY	
FEBRUARY 21	FRIDAY	
MARCH 21	FRIDAY	
APRIL 25	FRIDAY	(Firelands)
MAY 30	FRIDAY	
JUNE 27	FRIDAY	

Commencements currently are scheduled on the following dates during 1996-97:

AUGUST 10, 1996	SATURDAY	9:30 A.M.
DECEMBER 21, 1996	SATURDAY	10:00 A.M.
MAY 10, 1997	SATURDAY	10:00 A.M.

Proposed Reappointments to Firelands College Advisory Board

No. 65-96 Mr. Medlin moved and Mr. Bryan seconded that the Board of Trustees confirm the reappointments of Joseph Darr, Patrick Deville, Nancy Hartung, Richard Smith, Stephen Springer, and Jennifer Washington to the Firelands College Advisory Board in accordance with action taken at the May 23, 1996, meeting of the Firelands Board. The motion was approved with no negative votes.

Proposed New Appointments and Reappointments to the Public Advisory Council for Television (PACT) - WBGU-TV

No. 66-96 Mr. Medlin moved and Mr. Latta seconded that approval be given to the new appointments and reappointments of the following persons to the Public Advisory Council for Television (PACT) - WBGU-TV, pursuant to Article II, Section I, of the Revised Charter of Association. The motion was approved with no negative votes.

New Appointments

Dale Barnard, Perrysburg
Gary Keller, Fremont
Sandra Brading, Wapakoneta

Reappointments

Keith Kahle, Ottawa
James Kostelac, Wapakoneta
John Kurfess, Perrysburg
Harold McCarty, Bowling Green
Robert Weaver, Leipsic

Sponsored Grants and Contracts Awarded: May 1996

No. 67-96 Mr. Medlin moved and Mr. Latta seconded that grants and/or contracts in the amount of \$259,238.00, for the month of May, 1996, be accepted and expenditures applicable thereto in that amount be authorized. The motion was approved with no negative votes.

		<u>Total for Period</u>	<u>Fiscal Year to Date</u>
	May	\$918,767.00	\$14,695,632.39
BOWLING GREEN STATE UNIVERSITY GRANTS AND CONTRACTS AWARDED For the Month ending May 31, 1996			
I. RESEARCH			
A. <u>Federally Sponsored</u>			
Biological Sci.	K. With	National Science Fdn.	\$75,000.00
	A. Porter		
Chemistry	D. Neckers	National Science Fdn.	<u>97,592.00</u>
	Subtotal Federally Sponsored		172,592.00
B. <u>Privately Sponsored</u>			
(no activity)			
II. INSTITUTES/WORKSHOPS			
Business Ed.	R. Berns	Ohio Dept. of Education	15,000.00
SPAR	A. Boccanfuso	CIES	<u>11,924.00</u>
	Subtotal Institutes/Workshops		26,924.00
III. PUBLIC SERVICE GRANTS AND CONTRACTS			
(no activity)			
IV. PROGRAM DEVELOPMENT AND INNOVATION			
Cooperative Ed.	B. Smith	Medical College of Ohio	13,875.00
Technology	B. Piersol	Ford Motor Co, EFHD Div.	20,000.00
	B. Piersol	TL Industries	<u>23,000.00</u>
	Subtotal Program Development and Innovation		56,875.00
V. EQUIPMENT GRANTS			
(no activity)			
TOTAL SPECIAL GRANTS AND CONTRACTS		\$256,391.00	
VI. STUDENT AID GRANTS			
Financial Aid	C. McRoberts	U.S. Dept. of Education	<u>2,847.00</u>
	TOTAL ALL GRANTS AND CONTRACTS		\$259,238.00

REPORTS - CONSTITUENT REPRESENTATIVES

Faculty Representative - Harold Lunde

Dr. Lunde welcomed Dr. Middleton. He said the Faculty Senate has much to do this coming year but accomplished a great deal of success this past year in the creation of the Building Community Report. Implementation of the recommendations in this report will take a lot of hard work, strategic thinking, and planning, but Dr. Lunde pledged the support of the Faculty Senate Officers in doing so. He concluded his remarks by thanking the Board for its tremendous support of Faculty Senate and its efforts during this past year.

Undergraduate Student Representative - Tara Gore

Ms. Gore reported on two conferences she attended recently: (1) the Women in Leadership Conference in Washington DC in which 500+ women from across the country met and discussed how they could be more effective leaders and (2) the Student Government Leadership Workshop at Michigan State University at which she and Jimmy Weckesser gave a session on internet voting. She plans to use the information collected at these two conferences for planning her leadership retreats for the USG Senate and Cabinet.

Graduate Student Representative - Janet Morrison

Ms. Morrison reported that she has just returned from the Canadian National Association of Student Service Providers at which there were five representatives from BGSU. Graduate Student Senate is developing its goals and objectives for the year, many of which focus on the concepts of involvement and communication, both within the Senate and on the campus at large. GSS also plans to draft a mission statement which will focus on its organizational values. Ms. Morrison concluded by stating that Graduate Student Senate has been brainstorming on the issues of child care, safety, crime on campus, the Ohio Board of Regents and its continuing efforts to download some graduate students, TA stipends and workloads during summer, SPAR funding, air conditioning in Rec Center and campus media.

Firelands College Board Representative - Patrick Deville

Mr. Deville commended Dr. Sommers on her service as Firelands Board President these past two years. The officers of the Firelands College Advisory Board for 1996-97 are: Patrick Deville, President; Richard Westhoven, Vice President; Lesley Ruszkowski, Secretary; and Sharon Barnes, Treasurer.

Mr. Deville reported that most of Dean Williams' time recently has been spent dealing with the OBOR service expectations for two-year institutions, and this morning he received a check for \$16,300 in recognition of Firelands performance on these service expectations this past year.

Firelands' Information and Technology Committee has recommended the purchase of 80 computers for student classrooms and labs, and Firelands has ordered 100 computers that will be involved in networking the college. The BGSU Foundation has provided \$12,500 towards the purchase of these computers but an additional \$87,500 is needed for additional computers for staff and instructors.

Dean Williams will be team-teaching a graduate course on computer networking for educators with a faculty member from the OSU-Marion campus. There will be two-way television hookup between Marion and Firelands, and students will be able to access their text materials from a Web site.

Mr. Deville concluded by noting that Gary Blackney addressed a group in Erie County on May 29, and showing the Board of Trustees a sample of some advertising Firelands has undertaken recently.

Administrative Staff Council Representative - Joan Morgan

Dr. Morgan announced that at its June 6 meeting an orientation session was held for new members and committee assignments were made so work could begin before fall.

She went on to express some of the concerns with the Administrative Staff Compensation Plan. Two in particular are maximum salaries or caps and penetration into the salary ranges. She said that at the beginning of the process administrative staff were assured that there would be no maximum salaries for current employees. Although they understand the reasons for the recent change, it has had an adverse effect on the trust they have been trying to build into the process, and they would be the only constituent group on campus to have salary caps. The discussion Administrative Staff Council will have with the Administration during the next two months is going to be extremely important to resolving these and other issues related to the compensation plan. Dr. Morgan extended appreciation for the opportunity Administrative Staff Council has had to provide input into this study since it will have long-term implications for administrative staff.

Classified Staff Council Representative - Nancy Lee

Ms. Lee introduced Faith Olson, Chair-elect of Classified Staff Council for 1996-97 and recapped some of the highlights of Classified Staff Council this past year. Her theme for 1995-96 was "Try something that you've never tried before." Activities and accomplishments this past year included attendance at the State Employees Council of Ohio meeting at Miami University last July (SECO will be meeting on our campus next month); transmission of minutes via e-mail resulting in a savings of \$1275 in duplicating costs; participation in the holiday parade;

attendance at the theatre holiday production of "The Christmas Carol"; participation in the Building Community Project and Focus on February sessions; assisting with the WBGU-TV pledge campaign; and transferring \$1,000 to the CSC scholarship fund from the sale of BGSU coverlets. CSC's annual Golf Scramble will be held tomorrow, and money raised from that will also go into the scholarship fund. The BGSU Retirees' Association is now including classified staff in its organization. Its biggest accomplishment was the passage of the new vacation policy which was the culmination of about three years' work. Ms. Lee concluded by thanking the Board for its continued support of Classified Staff Council and the opportunity to work with them.

She then called upon Duane Whitmire who presented Mr. Laskey with a special Certificate of Appreciation from all the constituent groups in recognition of his service as President of the Board of Trustees this past year and for his contributions to the cooperative and collaborative efforts on campus.

Proposed Naming of University Field House

No. 68-96 Mr. Laskey moved and Mr. Stroh seconded that the Field House be named in honor of alumnus Charles E. Perry in recognition of his service to Bowling Green State University in the admissions and development areas and his many contributions to athletics at the University. This motion was approved with no negative votes.

Mr. Laskey thanked the Board of Trustees, President Ribeau, the Vice Presidents, Dr. Barber, Ms. Footer and Ms. Magrum for their support and assistance to him during his chairship this year. Mr. Medlin then presented him with a gavel plaque from the Board of Trustees as recognition of and in appreciation for his service as Chair of the Board for this past year.

Dr. Barber announced the election results. G. Ray Medlin, Jr. was elected President, Delbert L. Latta was elected Vice President and Dr. Lester Barber re-elected Secretary of the Board of Trustees for 1996-1997.

EXECUTIVE SESSION

Chair Laskey announced that in keeping with the provisions of the state's "sunshine law" and Amended Section 121.22 of the Ohio Revised Code, he is proposing that members meet in an executive session for the purposes of considering public employee compensation and conferring with an attorney concerning disputes and pending court action. He requested that members meet in executive session in the Chart Room with the session expected to last approximately 30 minutes; the regular meeting to be reconvened at that time to take action if necessary and for the purposes of adjournment.

No. 69-96 Mr. Laskey moved and Mr. Stroh seconded that members of the Board of Trustees meet in an executive session to consider public employee compensation and to confer with an attorney concerning disputes and pending court action.

The Board Secretary conducted a roll call vote with the following results: Voting "yes"--Mr. Bibb, Mr. Bryan, Mr. Laskey, Mr. Marsh, Mr. Medlin, Ms. Newell, Mr. Stroh. The motion was approved with seven affirmative votes.

The regular meeting was recessed at 4:33 p.m., and Board members moved into executive session in the Chart Room.

Chair Laskey reconvened the regular meeting at 5:23 p.m. with the announcement that members had met in executive session for 50 minutes for the purposes of considering public employee compensation and conferring with an attorney concerning disputes/pending court action, and no formal action was taken during this time.

Proposed 1996-97 Salary Recommendation for the Vice Presidents

No. 70-96 Mr. Laskey moved and Mr. Marsh seconded that the total salary pool be increased by \$10,757 for the salaries of the continuing Vice Presidents of the University for the fiscal year 1996-97 and that amount may not be exceeded without approval of the Board of Trustees and that the President shall consult with the Financial Affairs/Facilities Committee of the Board in setting the salaries.

The Board Secretary conducted a roll call vote with the following results: Voting "yes"-- Mr. Bibb, Mr. Bryan, Mr. Laskey, Mr. Marsh, Mr. Medlin, Ms. Newell, Mr. Stroh. The motion was approved with seven affirmative votes.

Tenure Recommendation

No. 71-96 Mr. Medlin moved and Mr. Marsh seconded that the approval be given to the tenure recommendation for Dr. Donna Trautman. The motion was approved with no negative votes.

ADJOURNMENT

The meeting was adjourned at 5:26 p.m.